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The Solicitors' Journal.

LONDON, MAY 4, 1867.

THE GREAT PATENT CASE of *Bovill v. Crate*, to which we alluded in our last number, is now fairly launched, and in a fair way to last, not merely for a week, but for the whole term. The appearance of the court during the progress of this case is something very curious, encumbered as it is with machinery and models of the most uncouth and forbidding description. In one corner stands an apparatus resembling, more than anything else, the contrivance known to scientific men as "Attwood's Machine;" while "within the bar," and upon the Q.C.'s table, is placed something resembling a packing-case for a moderate-sized waterwheel. The witnesses examined occasionally move into the "well," in order the better to enact the showman's part.

It might almost be worth the consideration of the architect of the new law courts, whether, in the event of a spare equity court being built, some provision should not be made for the stowage and for the display of the bulky "exhibits" not uncommon in patent cases.

THE BRITISH INSTITUTION OF TRIAL BY JURY appears to have undergone considerable modifications in America. The *Chicago Republic* recently announced to its readers the passing of a law by the Legislature of that part of the world, which, in the opinion of our transatlantic contemporary, practically abolishes capital punishment. "This law," says the *Chicago Republic*, "places in the hands of juries the right to prescribe the penalty of death, imprisonment for life, or imprisonment for a term of years, not less than fourteen." Under this law, the *Republic* thinks, no jury will inflict capital punishment. It would be curious to note the effects produced by the commission of the sentencing discretion to the charge of the jury. If the innovation takes place with regard to capital offences, there may be those who would say—Why not extend it lower. What sentence, we wonder, would the jury have pronounced in *Toomer's case*? We have all heard of the jury who convicted the prisoner, and, at the same time, recommended him to mercy "because they did not think he was the man who did it." What would have been the result of such a discretion entrusted to such a jury?

THIS JOURNAL, AS OUR READERS are well aware, holds itself rigorously aloof from all political discussions. Questions, however, occasionally arise having a partially political hue; and, in reviewing the legal aspects of subjects, it is sometimes difficult to keep quite clear of the line where politics end and law begins. The matter to which we are now bringing the reader may be regarded as of such a class; but, we shall deal only with the legal bearing of the point brought under notice; and shall do so with brevity. Dotted over the whole of the United Kingdom there are some thousands of Friendly Societies; many of them of considerable antiquity; and not a few we fear, after the members have for years contributed of their earnings, unable to fulfil the obligations to carry out which money in the shape of weekly,

monthly and quarterly payments, has over an extended period been furnished by the too confiding. It, therefore, becomes a matter of paramount importance and interest that the funds which are held in trust for the members by the managers should, under no pretext whatever, be diverted from their lawful channel; and thus—not designedly it may be in many cases—inflict gross injustice and hardship upon a numerous class of thrifty, hard-working people, who have practised much self-denial, in order to make provision for old age, sickness and death. We have been led to make these remarks after perusing a letter recently addressed by Mr. Tidd Pratt, the Registrar of Friendly Societies, to the *Times* newspaper. He has pointed out, with much clearness of expression, that the application of the funds of Friendly Societies to the purposes of Reform demonstrations, a course which has been followed in many instances, is illegal. He mentions a particular case of the Farriers' Horse Shoe Society, in which this misapplication has occurred; and he notified his intention of proceeding against the society, unless £83 so spent, were restored. The threat seems to have had a salutary effect, for the money has since been replaced. There can be no doubt of the illegality of such an application of a Friendly Society's funds; and, as we believe, some of them are advised by solicitors, it is well that immediate attention should be arrested upon the point; especially as Mr. Tidd Pratt has declared that, in every case in which such things are done, he will proceed against the offenders.

MR. BUDROODEEN TYABJEE, who was called to the Bar by the Hon. Society of the Middle Temple on Tuesday last, is the first follower of Mahomet who has been so called. An Armenian, we believe, was called to the Bar a few years ago.

ON MONDAY LAST a point of some importance in the construction of the Metropolitan Buildings Act, 1853, 18 & 19 Vict. c. 122, was decided by Mr. Alderman Rose (sitting for the Lord Mayor) on a summons by Mr. John Young, the district surveyor of the eastern division of the city of London, against Messrs. Plucknett and others, the present representatives of the firm of Cubitt & Co., builders, of the Gray's-inn-road. The above Act, the object of which was to secure stability and protection from fire, and a certain amount of light and ventilation to houses in London, as well as some uniformity in street fronts, provided that new buildings should be erected under the inspection of district surveyors, and, for that purpose, that notices should be given by the builders before the commencement of the works. By section 6 of the Act, however, besides Royal palaces, prisons, the Bank of England, and certain other public buildings, "the buildings belonging to any canal, dock, or railway company, and used for the purposes of such canal, dock, or railway, under the provisions of any Act of Parliament," were exempted from its operation. Messrs. Cubitt had been employed by the London and North-Western Railway Company to rebuild a range of warehouses at the Haydon-square depot of the company, which had been destroyed by fire in September last, and commenced the rebuilding without having given any notice under the Act to Mr. Young, who thereupon issued the present summons, in which he was supported by the Metropolitan Board of Works. It appeared that the warehouses in question were leased to Messrs. Gooch & Cousens, woolstaplers, for a term of seven, fourteen, or twenty-one years, determinable at a month's notice; but it was argued that they were intended to increase the traffic of the railway, and his Honour held that they were designed for the purposes of the company, and came within the exemption in the Act.

The reason for the exemption probably was, that the case of railway, dock, and canal companies was thought to be sufficiently provided for by their special Acts, or the general enactments as to an inspection of their works by the Board of Trade. But this inspection, so far as it

might apply to the company's warehouses, would be a very different thing from the stringent regulations of the Building Acts, and much would obviously depend on the discretion of the particular company. The extent of the exemption, moreover (whether we regard or not a *dictum* by the late Chief Justice Erle that a railway company, if it considered that the outlay might eventually increase its traffic, might build a town and supply the same with chapels and theatres), clearly is or may be considerable; and we shall not be surprised at hearing that there has been an appeal from the decision.

WE PREFER reserving any notice we may have to offer respecting the *Slade* case now pending.

MR. TOOMER HAS BEEN released, as our readers are aware; as we have already written upon the subject, we shall make no further remark. The *Times* has published, by a German contributor probably, a rather elaborate diatribe upon Mr. Walpole's frame of mind on this subject.

WE HAVE MUCH PLEASURE in recording that the Liverpool Town Council, at their last monthly meeting, resolved, by a majority of forty-one to six, on raising the salary of Mr. Joseph Rayner, the Town Clerk, from £1,800 to £2,000 per annum.

THE CASE OF MR. WILKINSON.

It seems that the case of James Freeling Wilkinson, which excited so much attention a few months ago, has not yet been finally disposed of. Mr. Wilkinson, shortly after his conviction, presented a petition to the Crown asking for a pardon, and this not being successful, another petition has been prepared and signed by a number of London merchants, in which, after expressing their belief in Mr. Wilkinson's innocence, they also pray that he may be pardoned. It will probably be in the recollection of most of our readers that Mr. Wilkinson was tried at the Old Bailey last January, and was convicted of having fraudulently appropriated to his own use two cheques belonging to a company of which he was managing director. The evidence in effect amounted to this:—Mr. Wilkinson was managing director of the Joint-Stock Discount Company, which carried on the business of bill broking, making loans, and transacting business of that nature. He continued to carry on private speculations of his own after he became managing director, and he employed Messrs. Capper & Co. as his brokers. In 1865 he contracted to purchase at different times, through Messrs. Capper & Co., about 520 shares in his own (the Joint-Stock Discount) company on his own private account. In August 1865, he became desirous that these shares should be taken up—that is, that they should be transferred on the register of the company from the names of the vendors to his name, or to the names of persons named by him. In order to do this it was, of course, necessary to pay the price of the shares, and the acts of Mr. Wilkinson in providing for this payment, formed the ground of the prosecution. The offence alleged was that he paid his brokers for these shares with two cheques of the Joint-Stock Discount Company for £4,000 and £860 respectively. The chief witnesses for the prosecution were two members of the firm of Messrs. Capper & Co., and their ledger-keeper, and they swore that the two sums of £4,000 and £860 were paid by Mr. Wilkinson, and received by them and entered in their books as payments on account of these transactions in shares. No witnesses, except as to character, were called on the other side. The defence set up was, as to the £4,000, that Mr. Wilkinson had made an arrangement with one Mr. Kleman, who found some one to take up these shares; and that, in carrying out this transaction, the £4,000 was paid to Messrs. Capper & Co. as a sort of loan to them, by the company on account of Mr. Kleman, and that the latter was debited with the amount in the books

of the company. As to the £860, there was really nothing to contradict the direct evidence of the prosecution as to the way in which the money was paid.

The jury returned a verdict of guilty, thus deciding that the cheques had been appropriated by Mr. Wilkinson to his own use. After this the petition for pardon was presented, but the grounds upon which it is based, contained in affidavits annexed to the petition, are certainly not such as will appear satisfactory to any one who will take the trouble to examine them carefully. In the first place there are affidavits by no less than five persons, who, for all that appears, might have been called as witnesses for the defence upon the trial. It is clear that evidence such as this, even if in itself of importance, which this is not, cannot be allowed to have any weight. Nothing could be more mischievous than to allow persons to omit to call witnesses on a trial, and then to make use of their evidence on affidavit afterwards, when there is no possibility of contradiction or cross-examination by the other side. There remain two affidavits, one of considerable length by Mr. Wilkinson himself, and another by Mr. Kleman. The former of these amounts to little more than a statement by Mr. Wilkinson of his entire innocence, coupled with a repetition of the defence already set up at the trial and an accusation that some of the witnesses against him did not speak the truth. In addition, however, to this, besides reiterating the account of the arrangement with Mr. Kleman, it brings forward one fact that does not appear to have been in evidence at the trial—viz., that the £4,000 was in fact repaid to the company by Mr. Kleman, and that the transaction appears in the books of the company as a loan made for Mr. Kleman to Messrs. Capper & Co. This, no doubt, is important evidence, so far as this particular sum is concerned, and Mr. Wilkinson is fully confirmed on this point by Mr. Kleman, who gives the same account as Mr. Wilkinson concerning the transaction about the shares. This is the only material part of these affidavits. Now it is hardly necessary to observe that one cannot help looking, with some degree of suspicion, upon what an accused person says in his own defence, as even those who are most anxious to speak the truth too frequently prove how difficult it is for any one to be thoroughly impartial in a matter of self-interest. And for this reason the affidavit of Mr. Wilkinson cannot carry as much weight as that of a person entirely uninterested in the result of the application. Mr. Kleman is not interested personally in the upshot of this matter, and it is a strong reason for attending carefully to his evidence that, as he was out of England at the time of the trial, it may not have been possible to call him then as a witness. But, even in examining his statement, we must never forget that it is entirely *ex parte* and made without fear of contradiction. Moreover it does not appear, so far as we can ascertain, that any application was made to adjourn the trial until Mr. Kleman should return to England. If, therefore, these two affidavits contained statements which, if true, would show that there had been a wrong conviction, it would be our duty to scan these facts very carefully. In this case, however, it is not necessary to do so, for the only defence attempted to be set up, regards only one of the sums alleged to have been mis-appropriated. There is absolutely nothing new about the cheque for £860, except that Mr. Wilkinson says he did not take it for himself; that he has no recollection whatever about that particular payment, and that the evidence concerning it at the trial was not clear. As the petition, therefore, stands even upon the petitioner's own showing, he leaves one of the charges just as it was when it went to the jury. And as to the other, he hardly makes out so clear a case as to show that the verdict of the jury was evidently wrong. Even if the question were whether a new trial should be allowed, if such a course were possible, there would be many strong arguments which could be urged against permitting such a proceeding without stronger evidence than has yet been adduced; but when the appli-

cation is for a pardon, it is impossible to show a single valid reason why it should be granted.

The power to pardon is a branch of the royal prerogative. It is not a portion of the law of the land, but is, so to speak, above the law, and may be exercised at the discretion of the sovereign, that is, in practice, at the discretion of the Home Secretary. This discretion is not subject to rules of any kind, except such as the Home Secretary may choose to lay down for his own guidance. When an inquiry is instituted into the facts of a particular case the proceedings are necessarily conducted privately, and the Home Secretary has the painful duty cast upon him of deciding upon his own responsibility whether or not a particular person shall be relieved from the penalties which the law has decreed that he shall undergo. If pardon is granted a person found guilty by the unanimous verdict of a jury, and in the regular course of the administration of justice is relieved from punishment, and the whole operation of the law, so far as that person is concerned, is suspended. It must always be carefully borne in mind that the Crown is not an appellate tribunal which possesses a process by which it can weigh evidence and fully inquire into any matters which may be brought before it. The Crown, in exercise of its prerogative of mercy, can only properly grant a pardon where it is clear that in consequence of some mistake, or other cause, the enforcing of the law would be a violation of those principles upon which the law itself is founded, or in other words the law should take its course, except where it is shown that there has been an evident miscarriage of justice.

When we reflect upon the real nature of an application for a free pardon we may well feel some astonishment that any men of education and respectability should have been parties to a document like the memorial that has been signed in favour of Mr. Wilkinson's petition. It is no wonder that a prisoner takes every opportunity to save himself from undergoing the punishment to which he has been condemned, but it certainly is surprising that other persons should show themselves equally ready to assist him. It now only remains to be seen whether the memorial for Mr. Wilkinson, which does not even purport to state a single new fact, is to produce any greater effect than the original petition. We must say, however deserving of pity in some respects, a person in Mr. Wilkinson's position may be, we should regret extremely if such an application as this should be crowned with success. To grant such a petition would be to create a most pernicious precedent, and one which could not fail to be to some extent detrimental to the cause of justice, which it is the object of all law to maintain.

REMARKS ON THE "OVEREND & GURNEY" PROCEEDINGS.

The desperate struggle between shareholders and creditors "in the matter of Overend, Gurney, & Co.," still progresses, but is no longer the subject of much public comment. Immediately after the delivery of the Vice-Chancellor's decision, the matter was in everybody's mouth; it was discussed from what is considered a "popular" point of view, in all the daily papers, and the gentlemen who handled the subject in those "organs," all displayed more or less sympathy for the miseries which the misconduct of a few has brought upon so many, and then the matter dropped, so far as the general public is concerned. In the city, that is to say, in those financial publications which are read by city men, the subject has been ceaselessly discussed, both by writers and correspondents. The financial weeklies seem divided into two opposite factions, one of which systematically "writes up" the shareholders in "Overend, Gurney, & Co.," and the other the creditors, and we are sorry to observe that this paper warfare is conducted with much of that asperity and intemperance which is now-a-days too common in all newspaper controversy. We may allow some latitude to the unfortunate creditors and the still unhappier shareholders; we can hardly be severe on them

if, smarting under their wrongs, they occasionally lose their tempers, launch out into invective, and refuse to believe anything but what is mean and sordid of their opponents; but editors should be above allowing such displays of temper and ill-feeling to creep into their columns, at any rate in the form of articles. Perhaps financial "organs" have heavy pressure brought to bear upon them by their supporters, and, indeed, short of some such supposition as this it is difficult to account for some things which certain of these "organs" have printed. The *Money Market Review*, for instance, which, as it "writes up" the shareholders in "Overend, Gurney, & Co.," of course disapproves of the late decision delivered by Vice-Chancellor Malins, has adopted a line of conduct as singular as it is indecorous. Dissenting from the decision, it sneers at the judge. Now the *Money Market Review* has a perfect right to discuss the Vice-Chancellor's judgment, to differ therefrom, and to give its own reasons for so differing; but if it does not happen to be very strong on the law of the matter, it is not right, and it is not convincing, to sneer at the judge. No one is likely to be convinced that Vice-Chancellor Malins' judgment was wrong because the *Money Market Review* speaks of it as "a judgment in which law cases and equity rules are thus hashed and garnished to make a show of learning, whilst they render so conspicuous the want of legal knowledge and the absence of judicial ability," and in the next week's issue proceeds to style the Vice-Chancellor himself an individual "who only yesterday was but a third or fourth rate barrister at the equity bar." If the *Money Market Review* has any arguments to offer against Sir Richard Malins' decision, let us hear them, by all means, but do not let us have any abuse of the judge. The writer in this organ however, does not appear very strong upon the actual merits of the decision, and after floundering uncomfortably among unfamiliar cases and considerations which he is unable to weigh, he flings his little bit of mud at the Vice-Chancellor, and thus gracefully eludes the necessity of argument. We are far from saying that if a judge were to commit a gross act of stupidity or injustice no fault must be found with him because he is a judge; but sneering at poor Sir Richard Malins because, in a very difficult case, he has delivered a judgment unpalatable to the writer, is a proceeding for which we admit ourselves to have been unprepared.

Turning to another part of the subject, it appears that the Defence Committee have issued a circular to the shareholders, entreating those who have not yet subscribed to come forward with their contributions towards the expenses of the appeal to the House of Lords. To this circular is annexed a paper, compiled by the new solicitors to the Defence Committee, entitled "Suggestions in favour of the Shareholders." This document, which the writer in the *Money Market Review*, who is easily pleased, as well as offended, styles "a brief but piquant statement," consists mainly of assertions that the Limited Liability Acts have deprived creditors of their remedy against duped shareholders, and of short extracts from the judgments in *Bell's case*, *Ayre's case*, *Conybeare's case*, *The Glamorganshire Coal and Iron Company's case*, and similar cases, with, of course, *Ship's case*. The question of the creditors' rights is, it need hardly be said, the question of the case, and to this question many of the cases cited in the document of which we are speaking are altogether inapplicable to this question. It is admitted on all sides that, merely as against the company, the shareholders' contention would prevail, but the contest being, not between the shareholders and the company but between the shareholders and the creditors, it is idle to cite case after case about the responsibility of a company for misrepresentations made by its directors. It is more than this; addressed as this circular is to a class of people unlearned in the law, it is uncandid. *Ship's case*, of course, is much more to the point; there the equity of creditors was expressly disregarded by the Lords Justices, in affirmation of a judgment of Vice-

Chancellor Wood, who has since expressed his adherence to the view then adopted by him; but then it is strongly contended (rightly or wrongly) that there is an essential distinction between *Ship's case* and a case of misrepresentation like that now pending, and this argument, *valde quantum*, will infallibly be pressed upon the court of ultimate appeal. These "suggestions" are framed in a manner calculated to persuade persons ignorant of the real bearings of the matter, that the shareholders' case is a very strong one, while they carry no conviction to a mind versed in the law-learning of the subject. The object no doubt is to induce the shareholders to subscribe to the Defence Fund, but we disapprove of the means adopted to that end.

No doubt, as the circular says, it is hard that Messrs. Oakes & Peek should have to fight the battle singly, and it is not surprising that the Defence Committee desire the co-operation of all the contributories. But it is not fair to hold out hopes of "something to their advantage," those hopes being based on plausible grounds which those addressed are unlikely to appreciate properly. Imagine, for instance, these suggestions arriving at the breakfast table of some shareholder in the country who knows neither more nor less of law than the majority of Englishmen. Perhaps he is a country parson, or a little shopkeeper; perhaps, even, "he" is an old lady who, in an ill moment, invested the savings of years in the shares of the new company. He reads the "suggestions," peruses attentively several quotations from ordinary misrepresentation cases, and does not know that they do not touch the question in his case; then *Ship's case* comes in view; he does not know the distinction which is drawn between that case and his; he catches at hope, and ends by sending off his five shillings per share (perhaps he can ill spare it); whereas, had he comprehended the real position of the question, he would have accepted his present loss, in preference to risking a further one. Perhaps, in addition to all this, he bought his shares in the market, and consequently, according to *Duranty's case*, has no chance whatever of evading his liability.

Either the appeal should have been *ad misericordiam*, or the *pros* and *cons* should have been more candidly stated. For our own part, we hardly think that any explanation of the legal bearing of the matter would prove other than bewildering to the majority of non-professional people. Had the Defence Committee addressed the shareholders something as follows:—"We want your help; the question is a doubtful one, but we believe we shall succeed," and had the transferees of shares been warned that they should not hope to escape, in the event of the Defence proving successful,—we should have found no fault with such a proceeding.

We have ourselves written, *usque ad nauseam*, upon this case and the previous ones, and there can, we believe, be no danger of our tone being misunderstood. We merely desire to see fair play, and to remove misconceptions; with this view we have had occasion to correct, sometimes one side and sometimes the other, according as the advocates of one or the other party have overstated their own case.

THE RESPONSIBILITY OF PRIVATE SOLDIERS.

We lately printed a letter on the above subject, signed with the well-known initials J. F. S., which appeared in the *Pall Mall Gazette*. The doctrine there laid down, and so ably stated and illustrated by the learned writer, is not a new one, and will be found expressly recognised in the early authorities of the common law, before the modern notions of military privilege, derived apparently from the practice of the military monarchies of Europe, had gained a footing in this country. It is remarkable that the leading case on the subject should have taken place under a regime when the powers of the executive, as opposed to the common law, were infinitely greater than at the present time, and when, by a strange chance, the sympathies of the ruling

faction were not, as is now generally the case, in favour of the soldier, but against him.

The case we refer to is that of Colonel Axtell, an officer in the parliamentary army who commanded the guards at the trial and execution of Charles the First. At the Restoration Colonel Axtell, with many others, was arraigned on a charge of high treason for having aided and abetted in the death of the king. The only overt acts proved against him were that he had commanded the guards on the above occasions, for though attempts were made to show that he had made use of violent expressions at the trial, there was no proof that he had in any way exceeded his ordinary duty as a soldier.

His defence was, in substance, that he was a soldier in the service of the existing government of the country, and that he merely obeyed the orders of his general. "He justified," says Chief Justice Kelynge, at p. 13 of his Reports, "that all that he did was as a soldier, by the command of his superior officer, whom he must obey or die." Nevertheless, "it was resolved that that was no excuse, for his superior was a traitor, and all that joined with him in that act were traitors, and did by that approve the treason; and where the command is traitorous, there the obedience to that command is also traitorous;" and in pursuance of the above judgment, Colonel Axtell was hanged.

The trial and execution of Colonel Axtell, and many others of the so-called regicides, whose participation in the king's death had only been of a ministerial character, was unquestionably a proceeding which most persons in these days will deplore and condemn, as the death of these men was not required by justice or even by "political expediency," but was the result of an insatiable craving for political vengeance and retaliation. There is, however, no doubt that, whatever may be thought of the policy and humanity of the proceedings, the trial and execution of these men were not only strictly, but even technically, legal. Our ancestors did not try their political antagonists by courts-martial; they did not shrink from or evade a trial by jury, and if British subjects were, as has been, alas! too often the case, sacrificed to political vengeance, they at least had the lawful judgment of their peers, and the protection, such as it was, of the law of the land. Hence it is that the case we have referred to is of peculiar value. It is plain that, whatever may be the case under the military institutions of foreign countries, the immunity of soldiers formed no part of the ancient institutions of this country, either in feudal times or in the days of arbitrary power; and unless it is to be contended that the execution of Colonel Axtell was not only a vindictive act (which it undoubtedly was), but also positively illegal, the civil liability of officers and soldiers for all their actions, whether done in pursuance of orders or not, must be considered as beyond dispute.

The position of a soldier may be stated in a few words. He is the Queen's hired servant, and is bound like other servants by the terms of his engagement to obey the orders of his employer, under pain, in any case, of losing his situation, and, in some special cases, of severer punishment. In this his position is much the same as that of the servant of a railway company. It is one of the contingencies of every service, that the servant is liable to be ordered by his employer to do an illegal act, and that a refusal to do so, even if not punishable by law, may ultimately lead to the loss of his situation, and much consequent injury or inconvenience. It is doubtless a great misfortune to a servant to be placed in a position where he has to choose between his duty and his interest. There cannot, however, be a shadow of a doubt as to which he ought to prefer. If, by refusing to obey an illegal command, he suffers loss, he will have the sympathy of all good men, and must hope that the performance of his duty will ultimately obtain its reward; if, on the other hand, he violates the law to save himself from present inconvenience or loss, he does so at his own risk, and under the same responsibilities as any other

subject of the realm. He may, if he is fortunate enough to obtain the active support of the authorities, escape or evade punishment; but such escape or evasion can never amount either to a legal immunity or to a justification for similar acts.

RECENT DECISIONS.

EQUITY.

INTEREST ON ARREARS OF INCOME.—INTEREST ON MONEYS RETAINED BY EXECUTOR.

Blogg v. Johnson, 15 W. R. 626.

This is one of those cases which may be styled affirmative cases; it establishes no new legal principle, but merely affirms and points the application of an old one; cases of this description are especially to be read by the young lawyer, on account of the definitions which they supply, and the leading cases cited in the argument or judgment. In the report of the present case will be found references to the most important cases upon the two points mentioned at the head of this notice.

From quite early times it has been the practice of the Court of Chancery to refuse to allow interest on arrears of annuity or income. In 1752 Lord Hardwicke, in *Bedford v. Coke*, 1 Dick. 178, that being "a hard case," directed an inquiry if there were no precedents to the contrary, but none could be found. (See Lord Loughborough, in *Crewe v. Hunter*, 2 Ves. Jun. 167.) The reasons on which this rule has been founded are not very clear; in 1804 Lord Redesdale, in *Anderson v. Dwyer*, 1 Sch. & Lef. 301, assigned as the reasons, that "the principle might be extended so as to be highly mischievous, and tend to increase litigation in every case, and to encourage creditors to delay the prosecution of their suits," though the refusal to compute interest except from the date of a report or certificate made by the officer of the court, seems an encouragement of litigation rather than the reverse. In 1828, in another Irish case, that of *Aylmer v. Aylmer*, 1 Mol. 87, Lord Chancellor Hart, in refusing interest upon the arrears of an annuity, said he was aware of no principle on which it should be withheld in the absence of *laches* on the part of the annuitant. The rule, however, has become established. A clear exposition of its application was given by Lord St. Leonards, when Lord Chancellor of Ireland, in *Martyn v. Blake*, 3 Drn. & War. 125 (1842). His words, which were adopted by Turner, L.J., in *Earl of Mansfield v. Ogle*, 7 W. R. 423, 3 De G. & J. 41, are as follows:—"The established rule of this court, which, however, is very general and not inflexible, is that interest cannot be recovered upon the arrears of an annuity; but interest will be given upon the arrears of an annuity where the party bound to pay it has been a party to the deed by which it was created, and his acts disclose a system of gross misconduct and opposition to the Court for the purpose of evading payment." From the tenor of the cases it seems as though mere delay, even after applications for payment, will not suffice to take the matter out of the general rule where the matter was not then before the Court. Even in the case of arrears of maintenance it has been settled that interest is not to be allowed: see *Mellish v. Mellish*, 14 Ves. Jun. 516; *Taylor v. Taylor*, 8 Hare, 120.

Another rule of the Court, and a more satisfactory one, is that of charging an executor with interest on moneys improperly retained by him. It might have been thought that the Court, if desirous of mitigating the rigour of the foregoing rule, might have applied this later one to those cases in which the arrears of annuity or income were payable by an executor. The Court, however, has not done so; in the present case the income of a fund was payable by an executor, and by him allowed to fall in arrear, in spite of repeated applications for payment of accounts; but Lord Chelmsford felt bound by the first rule. We think, however, that a forcible argument

might still be framed applicable to the case of arrears payable by an executor.

Finally this case contains an affirmative decision on a small point of pleading, viz., that interest may be claimed, although not prayed by the bill.

MISREPRESENTATION IN PARTICULARS OF SALE.

Dimmock v. Hallett, 15 W. R. 93.

It is common to insert a provision in conditions of sale that error or mis-statement shall not annul the sale, but shall form a subject of compensation only. But the vendor must beware of placing too much reliance upon this condition. It is clear that it cannot be relied upon where the error has been fraudulent: *Duke of Norfolk v. Worthy*, 1 Cam. 337. Nor is it necessary that the misrepresentation should have been deliberate, in order to avoid the effect of this condition. If the variance is such as not to be a fit subject for compensation, either from the very great discrepancy in the value of the property or otherwise, the purchaser will be discharged from his contract: *Wood v. Keep*, 1 Fos. & Fin. 331; *Powell v. Double*, Sugd. V. & P. 29.

In *Leyland v. Illingworth*, 2 De G. F. & J. 248; 8 W. R. 695, the particulars of sale described a manufactory as being "well supplied with water." There was the usual condition that mis-statement or error should not annul the sale. It appeared that water could only be obtained from the waterworks of the town upon payment of an annual rate of some not inconsiderable amount. It was held that the purchaser was entitled, if he pleased, to be released from his contract.

In the principal case, *Dimmock v. Hallett*, 15 W. R. 93, several distinct points were raised. In the first place, a general representation that the land was fertile and improvable, whereas part of it had been abandoned as useless, was held to be nothing more than vague praise, and not to entitle the purchaser to be off his contract (compare *Scott v. Hanson*, 1 Sim. 13). The particulars of sale further stated that the property "in course of time may be covered with deposit, locally termed warp, from the waters of the river Trent, and considerably improved at a moderate cost." It appeared that a canal, by means of which the warping operations were conducted, did not yet come within three miles of the estate, and that the expenses of warping when it could be effected, would be above £25 per acre. This point may be compared with *Leyland v. Illingworth* (*supra*); but the purchaser was less fortunate than in that case, for the Lords Justices held that the statement was only such as to put the purchaser upon inquiry, and did not entitle him to refuse to complete.

There were, however, two representations which were held to be more material, and which may be compared with the statements in *Fuller v. Wilson*, 3 Q. B. 58, 68, 1009, and *Abbott v. Swoorder*, 4 De G. & Sm. 448. In the first place two farms, parts of the estate, were stated to be held by two tenants, who were named, at £130 and £160 rent respectively. It was not mentioned that both these persons had given notice to quit. The Lord Justice Turner appears to have thought that this misrepresentation entitled the purchaser to be altogether off his bargain. The Lord Justice Cairns was of opinion that, had it stood alone, it would only have been a matter for compensation. It is to be observed that, in other cases where tenants had given notice to quit, the circumstance was mentioned in the particulars, whence the purchaser might naturally have concluded that no such notices had been given except where it was so stated. This circumstance was alluded to by both their Lordships, and as their Lordships differed on this point, the case could not be relied upon as an authority, for the general proposition, that where the rents are stated, and it is not mentioned that one or more of the tenants has given notice to quit, the purchaser is entitled to be relieved from his contract. It seems, however, that he would be entitled to compensation.

Another farm, comprising a large portion of the estate

was stated in the particulars as "lately in the occupation of Mr. R. Hickson at an annual rent of £290 15s. 0d. now in hand." It appeared that Hickson had only occupied the farm for a year and a quarter, and paid only a nominal rent for the first quarter. Another person had since agreed to rent the farm at £225, but had paid £20 to be off his bargain, and it was clear that the farm would not let for anything like £290. It was held by both their Lordships that this amounted to a misrepresentation which entitled the purchaser to refuse to complete the purchase. The Lord Justice Turner said, "The Court requires good faith in conditions of sale, and looks strictly at the statements contained in them." And again, "The vendor contends that these are only errors entitling the purchaser to compensation under the 13th condition of sale. I think that such a condition applies to accidental slips, but not to a case like the present, where, though I do not mean to impute actual fraud, there is what in the view of a Court of Equity amounts to fraud—a misrepresentation calculated materially to mislead a purchaser" (compare *Wood v. Keep*, *supra*). With these words, which lay down the rule of law clearly and accurately, we close our remarks, only observing that in the present case the purchaser was refused his costs on the ground that he had acted negligently. It behoves purchasers, therefore, to be alert and active. They may then rely safely on every reasonable protection at the hands of the Court.

COMMON LAW.

DEEDS OF ARRANGEMENT.

Latham v. Lafone, 15 W. R. Ex. 433.

We have had occasion from time to time to direct attention to various decisions of the common law courts on the subject of deeds made between a debtor and his creditors under, or intended to be under, the 192nd section of the Bankruptcy Act, 1861, and we now propose to notice a recent decision which must be added to the number of important cases decided upon this section.

As it is not unlikely that a new Bankruptcy Act will be passed this session, and that the statutes now in force upon this subject will be repealed or altered, any decisions which are now given upon the Act of 1861 are not of such consequence as if there was no probability that there would shortly be a change in the law.

But even if a new Bankruptcy Act should come into operation this year it will still very frequently be necessary to have recourse to the decisions given upon the former Acts, because the bill which is now before the House of Commons proposes rather to modify the present law by altering its details than to make any sweeping change in the principles upon which the law of bankruptcy has hitherto been founded.

The case of *Latham v. Lafone* would be an important one if there were to be no change in the law of debtor and creditor, and for the reasons just given it seems still to be deserving of notice.

It is superfluous to observe that the present Bankruptcy Act of 1861 has unfortunately given rise to much litigation, and perhaps it is not too much to say that one half of this litigation has arisen upon the construction of the 192nd section alone. This section provides in effect that a certain majority of the creditors of any debtor may enter into an arrangement with the debtor respecting the debtor's liabilities and his release therefrom, &c., in such a way as to bind conclusively all the creditors, whether they have or have not assented to such arrangement, provided the conditions required by this and some other sections of the Act are followed. The 192nd section contains seven distinct provisions with which, together with others in some following sections the majority of creditors must comply in order to obtain the power of binding by their arrangements a dissenting minority. But besides these conditions, the performance of which is rendered necessary by express words of the Act there are in addition some other

conditions which, according to the decisions of the Courts, must also be fulfilled. It has been decided that the terms of a deed assented to or executed by the requisite majority of creditors must be *reasonable* in order to bind non-assenting creditors; and also, which is frequently much the same thing, that the deed must be for the equal benefit of all creditors so that the non-assenting minority may not be placed in a worse condition in any way than that of the majority who have executed or assented to the deed. A great number of cases have been decided upon this question of reasonableness, and the Courts have, in some of them, held deeds to be unreasonable although the non-assenting creditors were in no worse position than those who assented. In the later cases which have been decided upon this point there appears to be a leaning in favour of the doctrine that a deed which confers equal benefits on all creditors, whether assenting or not, can rarely be held to be unreasonable. It has been said that the fact that the requisite majority of creditors have agreed to particular terms is very cogent, although not conclusive, evidence that those terms are not unreasonable.

If a deed fulfils all the requisite conditions, then not only are non-assenting creditors bound thereby, but it is expressly provided by the 198th section that no process against a debtor's person or property in respect of any debt shall be available to any creditor or claimant without leave of the Court. As may be imagined, the law has lately been somewhat more settled upon all these points than it was at first immediately after the passing of the Act, and before its provisions had received any judicial consideration.

When it is necessary to consider what is the legal effect of a deed purporting to be made under this 192nd section, it is usually not difficult to find authority on the point in consequence of the number of cases of this description that have been reported. There was, however, until quite lately, one important class of deeds which had never received judicial construction. These were letters of licence—that is, deeds which authorize a debtor to continue in the management and direction of his affairs, free from any hindrance or interruption by suits or legal proceedings of any kind, but which do not contain any further provisions. The creditors in an instrument of this sort covenant with the debtor not to molest him on account of their debts for a certain specified time. Until the case of *Latham v. Lafone* came before the Court of Exchequer, it seems that these instruments never received a judicial construction. In this case the defendant, the debtor, executed a deed which was assented to by the number of creditors requisite for binding the whole body of creditors, and all the formalities and conditions expressly required by the Act had been complied with. The deed recited that the defendant was indebted in several sums of money to the creditors who executed or assented to the deed; and that he was not then able to pay those creditors by reason of his assets being abroad, and the creditors then granted him a letter of licence for twelve months, and covenanted not to sue him during that time; and that the deed might be pleaded as a release. The deed contained no further provisions, and there was no schedule of creditors or of debts.

The defendant, a debtor, was arrested after the execution of this deed on a *ca. sa.* at the suit of the plaintiff, who was a non-assenting creditor, and who, therefore, was not in any way expressly included in the terms of the letter of licence. If this letter of licence came within the provisions of the Bankruptcy Act, 1861, respecting arrangements between a debtor and a majority of his creditors, and fulfilled all the requisite conditions, then the defendant in *Latham v. Lafone* would have been entitled to be discharged from custody. Accordingly, an application was made to a judge at chambers for the defendant's discharge, and the application was granted on payment into court of the amount of the plaintiff's claim, with liberty to the defendant to apply for payment of the money out of court if the Court should think the

deed good under the 192nd section of the Bankruptcy Act, 1861.

There were two objections taken to the deed. First, it was argued that it was not such a deed as was contemplated by the Act. Secondly, whether such a deed could be within the Act or not, that this one was not, as it was unreasonable. The Court held that the deed did not bind non-assenting creditors, and that the plaintiff had, therefore, a right to arrest the defendant, and so obtain payment of his debt. Although all the members of the court agreed that the deed was a bad one, they did not all base their decisions upon the same grounds. Kelly, C.B., held that the deed was bad because unreasonable; but his judgment seems to imply that, if it had not been unreasonable, he would have held that it was such a deed as came within the provisions of the 192nd section. He considered it unreasonable because it conveyed nothing for the benefit of creditors; did not even contain a covenant to pay them; and he pointed out that this deed, as it did not specify any particular debts as being due, or contain a schedule of creditors, might have the effect of barring a creditor of his claim altogether under the Statute of Limitations, as there was no acknowledgment of any debt at all, and yet all creditors were precluded from suing for one year. It would seem, however, from the whole tenor of the judgment of the Chief Baron, that, if there had been a schedule of all creditors with their debts, and a covenant to pay such debts at the expiration of the letter of licence, that the deed might then have been binding upon non-assenting creditors.

Channell and Pigott, B.B., held the deed bad, as not coming within the express words of the Act; but they both intimated that they would not be prepared to hold the deed then under their consideration to be invalid simply on the ground of its being unreasonable. Pigott, B., is reported to have said: "I agree that if a deed is unreasonable to the extent of absurdity, we ought not to sanction it; but prudence is so much a relative matter that it becomes very difficult to say conclusively that a deed is unreasonable on this score, when the creditors have said it is reasonable; and, except in the case of inequality, we have no certain test to go by." Martin, B., rested his judgment upon the two grounds, holding that the deed was not within the Act at all; and that, if it were, it was unreasonable upon the grounds stated by the Chief Baron.

Martin, B., also gave another reason why this particular deed should be held unreasonable; but, as this ground of objection is not peculiar to letters of licence, and might easily be excluded from such deeds altogether, it is not necessary now to consider this ground of objection.

We thus see that two members of the Court thought the deed was not unreasonable, while the other two held that it was. Three members of the court held that a deed of this sort was not within the Act against the Chief Baron who seemed to think that it was. It will have been seen, from what has already been said, that a slight alteration in the terms of the letter of licence, i.e., the addition of a covenant to pay debts, together with a proper schedule, would apparently remove the objection in the minds of Chief Baron Kelly and Baron Martin on the score of unreasonableness. But after such an addition the deed would be just as much a mere letter of licence to all intents and purposes as before. It would seem, therefore, that a letter of licence need not be bad under the Act on the ground of unreasonableness. A majority of the court, however, held that the Act did not contemplate such a deed. It might have been thought before this decision that a deed of this sort was certainly within the spirit, if not within the express words of the section. It is obvious that there may be cases where it would be of very great advantage to the creditors generally that the debtor should continue his business, instead of stopping it and handing over his assets to trustees. The trade connexion of a well known man is sometimes of immense value, and is frequently of such a nature that it is almost entirely lost if the business is suddenly

transferred to the management of other persons. In a case like this it would be very desirable for the creditors that the debtor, if he were a man upon whose honesty they could rely, should remain in the full and undisturbed management of his business, and, in order that he may do this, it is necessary to guard against the possibility of some one creditor taking legal proceedings which might utterly frustrate the endeavours of all the other creditors to pursue the course most advantageous to the whole body.

Very often the most convenient way of carrying out such a scheme is by executing a letter of licence. It is to cases of this nature that the clauses of the Bankruptcy Act, 1861, relating to arrangement deeds seem to be peculiarly applicable. If, however, it is to be considered as decided by *Latham v. Lafone*, that a letter of licence cannot have this effect, then a course of proceeding which under some circumstances may be extremely desirable is rendered impossible by the somewhat strict construction which the statute has received in that case. It may, however, be deserving of consideration whether a letter of licence might not be drawn which would not be open to this objection. Such a deed might possibly be brought within the words of the Act by means of carefully-drawn recitals and covenants (we have already pointed out that there would be no difficulty at all in removing the objection of unreasonableness) without materially changing its character and leaving it in effect a mere letter of licence.

It is as well to observe in conclusion that an objection might have been taken to the deed on the ground that it was only made with the creditors who executed or assented to it, and that there were no provisions for other creditors subsequently executing it. In fact it appeared on its face to be a deed made only with certain specified creditors, and not with all the creditors. The effect of this does not appear to have been discussed, and it does not of course alter the general principles about such deeds, and we have for this reason not noticed this peculiarity more in detail.

REVIEW.

A Treatise on the Law of Window Lights. By F. L. LATHAM, Esq., of the Inner Temple, Barrister-at-Law. London: Butterworths.

Mr. Latham is evidently one of those authors who like to have a complete skeleton of their subject elaborated before putting pen to paper; and the consequence is that this little work is one which we have much pleasure in recommending to the profession. Too frequently a mere string of head-notes is presented to the reader as a treatise on some branch of law. "Latham on Lights" is none of these. The sequence of discussion is well ordered, and the author's plan well adhered to, and, though the text comprises less than 250 octavo pages, the subject is quite exhaustively treated. The whole course of decision upon each branch of the subject is well and conscientiously traced, and the lawyer who consults this work upon any particular point is thus enabled to appreciate the direction in which the result of decisions has been tending. The author does not hesitate to express his own views upon various points and principles, and gives the reasons on which his opinions have been founded.

Since the publication the author's view in one respect has received a confirmation by a recent case decided by the Lord Chancellor. In the course of his examination of the extent of the right to light he discusses, of course, the questions arising on the amount of illumination, and the decisions thereon. The recent case of *Calcraft v. Thompson*, reported 15 W. R. 337, will be found to coincide with Mr. Latham's conclusions.

At the end of the work are placed a few precedents of conveyancing forms appropriate to the subject, these are very few in number, there are but four of them, but they will very likely be useful.

As the author discusses carefully all collateral questions connected with the subject, such as questions on the law of covenants, and points arising out of the analogy to other

assessments, the law student who is somewhat advanced will find the book an instructive one. For the practitioner the book possesses one great advantage, viz., that, owing to the arrangement of the sections, the volume is an excellent one in which to note cases. To solicitors the volume will, we think, be particularly serviceable. We all know how prone clients, especially old gentlemen and ladies, are to rush to their solicitor with their grievances, and how the man of law is expected to be ready, without a moment's hesitation, to inform his client of the exact extent of his legal rights in the matter of the particular wrong complained of. Armed with the work we have now reviewed, the practitioner will be in a fair way to cope successfully with the most exigent client who comes to consult him about his windows.

COURTS.

LORD CHANCELLOR'S COURT.

April 30.—*Troup v. Ricardo*.—The arguments on this appeal were concluded to-day. The Master of the Rolls, by the decree appealed from, had directed certain issues to be tried at Common Law.

From this decree Mr. Troup appealed, claiming to be entitled to a decree simply in his own favour.

The LORD CHANCELLOR reserved judgment.

VICE-CHANCELLORS' COURT.

(Before Vice-Chancellor MALINS.)

May 1.—His Honour called the attention of the bar to the fact that there were now three broken cause days, Thursday, Friday, and Saturday, and suggested that, as Thursday is seldom entirely occupied by the motions, the adjourned summonses, hitherto taken on Friday, should in future follow the motions on Thursday, which would leave Saturday clear.

Baily, Q.C., said such an arrangement would be very satisfactory.

It was then settled that the alteration is to commence next term.

May 2.—His Honour refused to hear a motion for the appointment of a receiver in a cause, because none of the solicitors were in court, and he was not furnished with a copy of the bill, although all parties consented to the appointment, and their counsel were all present, and he expressed his intention not to hear motions in future unless the solicitors were present, so that he might be furnished with the necessary papers.

(Before Vice-Chancellor WOOD.)

Bovill v. Crate.—This huge patent case now stops the way, and appears likely to do so for some while longer. On Thursday, being motion day, *Bovill v. Crate* was not taken at all, and was resumed on Friday morning.

VICE-CHANCELLOR MALINS' CHAMBERS.

(Before Mr. BUCKLEY, Chief Clerk.)

May 2.—*Overend, Gurney, & Company*.—This day the adjourned application on the part of Mr. Oppenheim for the creditors for a further call of £10, came on before Mr. Buckley, and appeared to create considerable interest. The call would produce £1,000,000.

Mr. Linklater asked for further time, and entered into the report presented. The indebtedness was £18,000,000, and reduced at the present time to £3,440,000, whilst the assets had been represented as exceeding £5,000,000.

Mr. Denton (Maynard & Denton), would submit the matter to the Vice-Chancellor, whether this was a proper time for a call.

Mr. Davies (Ashurst & Morris) asked for the call to be made. The question was, whether the creditors were to wait longer.

Mr. Gay (Dale, Furnival's-inn) represented a large creditor named Stephenson.

A long discussion took place. There had been two dividends, amounting to 6s. in the pound, and the call now proposed would produce another million.

The CHIEF CLERK said the present application was most important, and under all the circumstances he should prefer the application both as to time and also as to the call being decided by the Court.

It was then settled that the application should be heard by the Vice-Chancellor at half-past three on Friday.

COURT OF QUEEN'S BENCH.

April 30.—*Sale and Others v. The Sheffield Cemetery Company*.—In this case fifteen actions had been brought by the Vicar of Sheffield and fourteen other clergymen to recover fees on interments in the cemetery. Fourteen new parishes and district chapelries had been carved out of the parish of Sheffield under the Church Building Act, and Lord Blandford's Act, and the real question was, whether the incumbents of these districts were entitled to share the fees with the vicar.

Fitzjames Stephen appeared for the Vicar of Sheffield, and *Forbes* for the remaining claimants.

The COURT held that the incumbents of the new parishes created under Lord Blandford's Act were entitled to share the fees, but not the incumbents of mere district chapelries.

May 2.—*Edmonds v. Granville*.—*Lopez* showed cause against a rule calling upon the plaintiff to show cause why four warrants of attorney, and the proceedings that had been taken upon them, should not be set aside with costs, on the ground that they had been obtained from the defendant whilst in custody under *ex. sec.*, and without their being read over to him and explained. He read an affidavit denying the statement, and showing that they were given freely, and that they were read over and explained to him in the presence of an attorney.

Hawkins, Q.C., said that, after that statement, he could not support his rule.

Rule discharged.

COURT OF COMMON PLEAS.

April 30.—*Hilmer v. Medcalf*.—This was an action against Mr. William Medcalf, an attorney, for negligence, tried before Mr. Justice Byles, when a verdict was found for the plaintiff for £27. A rule having been obtained to set aside the verdict on the grounds that there was no evidence of negligence, and that the verdict was against the weight of the evidence,

Pearce showed cause against the rule.

Digby Seymour, Q.C., in support of it.

It appeared that an action had been brought against the plaintiff, and the plaintiff had obtained a verdict which the defendant sought to set aside on the ground that it required a writing within the Statute of Frauds, and a rule *nisi* having been obtained, the rule absolute came on for discussion, but the plaintiff's counsel were then absent, and the rule was in consequence made absolute, and the plaintiff thereby lost the benefit of his verdict by reason, as was alleged, of the negligence of his attorney in not paying the fees of the counsel, who in consequence would not appear. The answer of the defendant was that he was already £28 out of pocket in the action, and he had given the plaintiff notice that he could not pay the counsel's fees without an advance.

Counsel for the plaintiff now contended that the defendant had delivered a brief in the matter, but the counsel had refused to argue it unless properly instructed, and that the attorney having undertaken the case, could not abandon it on the eve of its being called on; he could only do so after giving reasonable notice, and here the defendant had not done so.

On the intimation of counsel for the defendant that he would consent to a verdict for nominal damages, without a certificate for costs,

The COURT thought that a right course.

The rule was therefore made absolute to reduce the damages to one shilling without any certificate for costs.

COURT OF EXCHEQUER.

May 2.—*Slade v. Slade*.—The argument in this case, which had been adjourned until this day in consequence of the indisposition of Coleridge, Q.C., was now resumed, and the Solicitor-General having concluded his argument for the plaintiff, Coleridge, Q.C., was heard for the defendant.

The Solicitor-General, Kingdon, Q.C., Howe (of the Chancery Bar), and *Bullar*, for the plaintiff.

Coleridge, Q.C., Mellish, Wallis, Henry Matthews, and *Bere*, for the defendant.

GENERAL CORRESPONDENCE.

ABOLISHMENT OF ARREST FOR DEBT.

Sir,—Without, at the present moment, stopping to express an opinion upon the merits of this question generally, allow me to draw attention to an anomaly in the practice of arrest upon a writ of *capias* at present existing, and which the new bill, as it at present stands, would perpetuate. I refer to the fact that whilst the auxiliary warrant of arrest to be granted by the local authority may be executed by the person to whom it is directed "in any part" of England, the subsequent, or contemporaneous, writ of *capias* can only be executed by the sheriff of the county to whom it is directed.

Thus, in this locality, the city and county of Bristol is situated geographically in the counties of Gloucester and Somerset, so that a debtor may pass, in the space of a quarter of an hour, into all three jurisdictions, by walking from Durdham-down (Gloucestershire) across Clifton-down (Bristol), and over the suspension-bridge (Somerset)—requiring the issue of three writs and warrants and officers, in case of the debtor's playing hide and seek with his creditor. In London it must be still worse; for in the Strand you are in Middlesex; in Fleet-street, in the city of London; over Blackfriars-bridge, in Surrey; run down to Deptford and you are in Kent; and cross the river and you are in Essex—requiring five writs, &c., to properly "hunt" with. Who is there that, wishing to arrest a creditor about absconding from Liverpool to America, but has, for absolute precaution's sake, issued a *capias* into Lancashire (for Liverpool) and Cheshire (for Birkenhead), not knowing on which side of the river the vessel may be lying, or the debtor hid, till the last moment for putting off to embark?

The obvious remedy is to enact that the writ of *capias* shall run into any county, the same as the auxiliary warrant of arrest; and were the attention of the Attorney-General drawn to the matter, I have no doubt that he would provide for it in the bill in question.

JOHN MILLER.

ARTICLED CLERKS' FINAL EXAMINATION.

Sir,—If your correspondent, "An Articled Clerk," gives notice of his intention to apply for examination before the commencement of the term next preceding that in which his articles expire, he will in due course receive the usual circular letter from the Secretary of the Incorporated Law Society, one paragraph of which runs as follows:—"Where the articles have not expired, but will expire during the term, the candidate may be examined conditionally; but the articles must be left within the first seven days of term, and answers up to that time."

I presume the condition referred to is that the clerk shall not be admitted until his term of service has fully expired.

FRED ACTON.

EXAMINATION FOR THE BAR.

Sir,—The system adopted by the Council of Legal Education relative to the examination of students of the Inns of Court for honours, previously to call to the bar, has been in existence for some time, and, though complaints and dissatisfaction have been privately made and felt respecting it, yet nothing has been publicly brought forward in order that the merits of the public examination may be fairly set forth and tested. I am sure you will enable me, through your valuable Journal, to call the attention of the Council to the matter.

The rules require that "any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate, provided that if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list."

I would venture to submit this modification, or rather addition, "that students who fail to obtain the studentship or exhibition, but do obtain a certificate of honour, shall not present themselves at any subsequent examination."

My reasons for urging this amendment are these:—Students who obtain a certificate of honour may go up at the next succeeding examination and compete for the studentship or exhibition. Now, this rule operates unjustly

and unfairly upon the other students who are pitted against one who has won a certificate of honour at the preceding examination, and who will be almost certain to take the first place, as he had so much longer time for reading, or it may be *cramping*, and he consequently takes away from one, at least, of these students a place that he has fairly a right to expect; and the knowledge that the honour man will get the first place tends to allay the ardent ambition of others, and engender a spirit of hostility.

I am sure the Council only requires to have this subject brought under its consideration to enable it to see its prejudicial operation upon many students.

G. P. J.

[We are sorry that we cannot agree with our correspondent upon principle. As a fact, the honour-man of one examination is by no means certain to take the first place at the next. Instances are not wanting to the contrary.—Ed. S. J.]

COUNTY COURTS EQUITABLE JURISDICTION—THE CITY COURT.

Sir,—The Vice-Chancellor Stuart has, on two occasions, decided that there is no appeal from the equity decisions of the judge of the City Court, and he has grounded his decision upon the fact that the 18th section of the County Courts Equitable Jurisdiction Act gives an appeal from the "determination or direction of a judge of a County Court," and that the Act has not constituted the City Court a County Court; although the 4th section gives to the City Court the "like jurisdiction, powers, and authorities in all respects, except the power of appointing officers as are for the time being possessed and exercised by the judge" of a metropolitan County Court.

From these decisions there seems to be no appeal, and their effect is in reality to destroy all equity jurisdiction of the City Court, for if your readers look at the 10th section of the Act, they will perceive that proceedings in six different classes of cases there stated are, in each case, to be taken in "that County Court," having some particular connection with the subject-matter of the plaint or the parties to it. In not one of these six classes is any mention made of the City Court, which must therefore be included in the term "County Court," if it is to exercise the jurisdiction given by the 4th section. If the City Court is not a County Court for the purposes of the 10th section, it is abundantly clear that no proceedings can be taken under the Act where the subject-matter or the parties, according to the nature of the plaint, is situate or reside in the city of London, because there is no County Court, unless, for the purposes of the Act, the City Court be one, answering in such cases the requirements of the 10th section. The same consequences follow with respect to the 5th and 7th sections. On all principles of construction the words "County Court" must have the same meaning throughout the Act. They cannot include the City Court for the purpose of enabling it to exercise jurisdiction, and exclude the City Court for the purpose of appeal. The result, therefore, of the Vice-Chancellor's judgment is to make the 4th section a dead letter, and a "*dignus vindice nodus*," calls for the interposition of the Legislature. A short Act simply enacting that, for all purposes of the County Courts Equitable Jurisdiction Act, the City Court should be considered a County Court, would remedy the mischief.

CHEAP LAW.

[We think our correspondent has made a sensible suggestion.—Ed. S. J.]

AMALGAMATION OF THE LEGAL PROFESSIONS.

[The following paper, addressed originally to the Solicitors' Journal in Ireland, has been communicated to us by the author. We are always willing to hear both sides of every question affecting the legal profession. We need hardly say, however, that the writer's views are not our views.—Ed. S. J.]

"Sir,—That the present system of Bar advocacy imperatively calls for reform can scarcely be denied in the face of recent experience, nor can the most sanguine longer hope for such reform to originate where the evil exists. Case succeeds case wherein suitor and attorney appeal vainly from the ruinous consequences of senior counsel's absence from court (especially at the *visi prius* sittings), on the ground of attendance elsewhere, and the plain principle is ignored that with receipt of the fee the contract is made to

attend, prepared for advocacy, just as every other compact is made between members of the community, the breach of which would subject an attorney to an action for damages. Various suggestions, made with the view of stopping this grievance, appear to have some fundamental weakness, and the result of legal experience, strengthened by the tendency of our age to consolidation of energy, point to the severance of the profession of barrister and solicitor as the true cause, not only of the mischief we have touched on, but of other evils equally deplorable.

"When Irish statistics startle us by a population diminished three millions, a national capital diminished twelve millions, and taxation doubled on each individual since 1841, the evil we deal with is one claiming the gravest consideration, and that it lies at the root of much which puzzles the inquirer into the ramifications of Irish discontent, while, notwithstanding its magnitude, the mischief can be easily remedied, many, whose opinions are valuable, fully believe.

"In the original constitution of any social fabric it is clear that the innumerable causes of difference between man and man must be anticipated, and means afforded for just arbitration; in the promptitude and consonance of adjudication to the first principles of reason must be found its title to popular approval; but as society becomes more artificial, as the soldier becomes a paid necessity to enable the citizen to bring all his energies to bear on his craft or business, it is found analogously that a profession springs up which offers to the litigant a means whereby his property, his character, or his life, can be protected, and his wrongs redressed, without exposure to the undue advantages resulting from accidental superiority of intelligence or training in his antagonist, while the time and labour of the tribunals are economised by having a responsible body before them accustomed to denude questions of extraneous or angry matter; but here, on first principles, a delegated advocacy should stop, and when the client has told his story, has had his means of attack or defence sifted by one inured to such a task, it would appear that the man to whom the case of another has been confided should be the representative of that other in his pleading and progress through the stages of the cause; should act and speak on the instructions directly gotten from the principal—and that to distil through another brain, to commit to another tongue, the case of the client would jeopardize his interests, or be at best mere supererogation. This objection appears to possess such weight, that only in a country of the resources of England could the system work satisfactorily, while to a people poor, yet litigious, quick, subtle, and fond of the keen encounter of sharp wits, yet anxious for finality in such conflicts, this doubled advocacy would appear to present so complicated, cumbrous, and costly a machinery, that even long usage could scarcely palliate its daily inconveniences.

"In an age which boldly questions all antiquity has decided, rehearsing causes which centuries acquiesced in considering concluded, and even exhuming fresh evidence to disturb their verdicts, it does appear that a period has arrived when, not to be inconsistent, we may ask why Ireland has two legal professions, and why, although a wealthy community chooses to adopt a costly system, an impoverished community must continue it?

"Again, while several generations of Englishmen were of opinion that to permit the parties litigant to tell their own story would lead to gross perjury and frustrate the ends of justice, for ages the common law refused to listen to plaintiff or defendant, and took facts at second-hand rather than touch a stiff-necked fallacy, dignified by ancient approval, until Lord Brougham set to work for reform in this matter. The old system has been proved mistaken; and he would be a daring individual who should attempt a repeal of the law, opening those lips so long sealed by absurd legislation; yet, so strong was the apprehension of allowing principals to depose in a court of justice that even the attorney was made a mute also, lest contact with the client should render him the subject of prejudice or passion, but *à fortiori*, the principal himself being thus at length allowed to speak, surely his attorney can no longer be muzzled.

"In consequence of the growing feeling in England favourable to a fusion of the professions, the London *Times*, some time since grappled with this matter: it asked why the distinction of professions should be kept up, and said—'Why should not I, the client, see you, the barrister, face to face? Why, if I want a question mooted, must I go to an attorney, when you who plead for me get only one item

out of the costs! or why, if I, the client, do not want a double representation, must I have a strange gentleman mixed up in my affairs, whom I never saw before, and may never see again?'

"The gravity the question has assumed in the sister island must be considerable when the *Times* opened its columns to the discussion; let us therefore consider the general theory of distinction between the two branches of the legal profession, which may thus be summed up:—That the one is, and the other is not, a liberal profession; that the barrister is the superior, and the attorney the inferior; that the one requires the good breeding, the accomplishments, and the education of a gentleman, and that those things are not to be expected of the other; that on all public occasions whatever the barrister is the conspicuous person; he sits in high places, and wears the professional uniform; the attorney comes to him, and he is fenced off from going to the attorney, with a degree of care seeming to indicate that his virtue requires external fortification; again the attorney sends in his bill, and if it is not paid, may bring an action for it, but the barrister has no claim whatever for his fees; indeed, according to the strictest view of the subject, he ought hardly to notice them—that is to say, he cannot in any way proportion the work to the money; a tariff is provided, specifying the prices, below which he is not allowed to go, but beyond that he ought, by right, to take what comes, and make no bargain.

"Now, it is allowed that while the most distinguished members of the Bar occupy a higher position than the most eminent attorney or solicitor, yet the lower class of barristers would stand very low indeed amongst attorneys, and it is childish to look on a man who passes his life in prosecuting and defending petty criminals at a Police-office, or at the Quarter Sessions, as in any respect the superior of the solicitor, who has to manage the most important affairs of private families and public bodies; and there are probably very few barristers who have to transact business so important as that which comes before the solicitor to a great railway company, or any other great trading body in England or Ireland.

"On what grounds, then, it is asked, can the existing distinction between the two branches of the profession of the law be maintained, and what meaning has it; for it has undoubtedly produced a foolish notion that the profession of a barrister is more fit for a gentleman than that of an attorney, and that the latter profession does not form one of the few callings between which a young man has to choose after completing his education at a public school and the university? He may become a clergyman, a barrister, a doctor, or a soldier; or he may try to get an Indian appointment. But for various reasons the number of youths who become clergymen is rapidly decreasing, and is not likely to increase. To be a doctor requires special tastes; and though the profession of a soldier is an excellent one to die in, it holds out little prospect of living in comfort, except to those who could live as well without it. Lastly, the Indian service is not very popular, and the number of those who can enter it is strictly limited, hence year after year the long list of loungers at the bar of both countries increases. What such men (and they number many of talent) do with themselves is not easy to say: if the profession of an attorney stood as it ought, that is, on the same footing, in regard of social consideration, as that of a barrister, numbers of these gentlemen might be both usefully and profitably employed in it.

"In the United States, and in some of our own colonies, the distinction between barristers and attorneys being unknown, a lawyer is a lawyer; he sits in his office, and goes to his clients, as they find it convenient; and he goes into Court and there pleads the cause which he has prepared for trial whenever it is advisable to do so.

"On first principles, then, we deny that there is any fundamental distinction between the professions, or that they require a different education, or a different set of rules, or are governed by a separate code of morality, and aver, after much deliberation, that the Bar etiquette is based on an antiquated fallacy.

"It may be said that there is an advantage in preserving a class apart for legal advocacy, as the attorney would be incompetent for it, but this plainly ignores the necessary effects of the new demands on a profession which has hitherto kept abreast of all requirements, and would educate up to its status as it did under its new charter of 1866.

"Abolish the exclusive audience in the Superior Courts as at Quarter Sessions, and free trade in representation would place litigation on the basis of common sense and market value; then in ordinary matters the litigant would directly instruct my young friend Boanerges, without the intervention of an attorney, or instruct the attorney to plead the matter given him, without the expense, the delay, and the trouble double representation involves, while in weighty cases the client would not be prohibited from risking the heavy fee with Mr. Serjeant Buzfuz on the chance of his not being in another Court, or in the House of Commons.

"Each member of a consolidated profession would thus have, and take, his place, to the incalculable advantage of the Bench, the juror, the suitor, and the public.

"I am, Sir, your obedient servant,
"GEORGE WILLIAM SHANNON."

COMMON LAW JUDGES.

Sir,—In the *Standard* of 16th April I read that Mr. Justice Keating heard an appeal from his own decision, and, being dissatisfied with it, granted a rule *nisi* to upset it, and it was arranged that it should be heard before him and Mr. Justice Willes. I therefore quite agree with what I read in pp. 309, 429, and 504 of your *Journal*, written by "A Managing Clerk," and ask what becomes of "Lex's" two replies? I would have noticed them myself, but agreeing so entirely as I did with "P. D. B." and his successor in the argument, and thinking the latter much more than a match for the frantic "Lex" (whose second communication I almost regretted found a place in your columns), I did not wish to needlessly occupy your valuable space. I agree with "A Managing Clerk" that the proposed increase of judicial strength to the Divorce Court is a clumsy remedy, and I think, with Lord Cranworth, a needless one, both as regards that and the common law courts. If more judges are wanted at all, it is to do the chamber business of the chancery courts (from which the common law judges are to be relieved). I quite agree with all you have said as to the shameful way in which that is done, and your columns for years past have shown such is the case; but why common law judges have sat for years to grant time to plead and other frivolous matters, can only be accounted for by lack of other employment on their part, and because three judges were enough *in banco* without the fourth, and, as Mr. Justice Keating evidently thinks, because one or two are enough.

OBSEVER.

Sir,—On the 16th the Court of Queen's Bench and the Bail Court rose for want of business, and yet we are told the judges have too much to do. Four sat in Banco as well as in the other courts. An imposing array of remanets appeared, some being special juries which a "A Managing Clerk" (p. 504) says truly, are not taken in term, and will no doubt be made a great deal of in the *Law Times* as arrears at the sittings of the term, whereas they probably were set down on the 15th only. Agreeing as I do with all he has said, and thinking with you that the chamber business in Chancery is vilely conducted, and needs more judicial strength (the judges sitting at 11 or 1, and not 3.30 or 4), I do trust you will use your influence to defeat the bill for giving two additional judges to the Divorce Court who are to give up their spare time to the Common Law Courts.

W. W.

[We do not remember saying that the Chancery chamber practice is "vilely conducted," though, as our correspondent is aware, we appreciate its deficiencies.—Ed. S. J.]

CLUB LAW.

Sir,—In your journal dated 13th April, 1867, page 549, you were good enough to insert a question regarding the liabilities of members of a cricket club. Perhaps I may not have stated the question so distinctly as I could have wished, but it arises from the fact that most clubs have the following rule subsisting—viz., "That the annual subscription be — guineas, and that the Committee be empowered to call a further subscription if necessary, and that honorary members be admitted on payment of — guineas."

The members of the club sign this among many other rules of the club, and of course are in honour bound thereby, but the question is whether they can be compelled to be bound by them by law, without any further step being

taken; as, for instance, must not the club be registered as a company, or the rules treated as an agreement and stamped?

This is a question that I feel affects the public generally, and one that not one in ninety persons can answer, and therefore I must ask you to excuse my troubling you to insert this, and trust that I may receive an answer from some of your learned correspondents in your next number.

X. Y. Z.

DOWER.

Sir,—Referring to your query at the close of my answer to "X. Y. Z." contained in your last issue, B. would doubtless be enabled under his power to appoint the legal estate, for by A's appointment the uses subsequent to his power were annihilated, and the uses created under that power were substituted and would take effect out of the same seisin as served the uses limited by A's conveyance, therefore B's power was by the appointment substituted for that of A, and might be exercised in the same manner either by B's appointing the estate to C. in fee, or to such uses as C. should appoint, and every use so limited, provided the exercise of the power were confined to the limitation of the use, would be legal estates. In fact B. might appoint to such uses as C. should appoint, C. in his turn to such uses as D. should appoint, and so on *in infinitum*, and every estate limited under any of the uses would be legal estates so long as the assurances under which the estates should be limited confined their operation to the use.

I quite agree with Mr. Kettle that by limiting the use the doctrine of "a use upon a use" is avoided, but if, as is sometimes the case, the estate should be limited under the power to B. to such uses, &c., then that doctrine would apply, and the uses would be mere equitable trusts.

I cannot, however, agree with "A London Solicitor" as to the form of conveyance; for if the power of appointment is valid, by which power is given to limit the fee, why resort to a grant the very use of which seems to impugn the efficacy of the power; by the exercise of the power the estate is defeated, and consequently the power to grant, and by granting the estate the power is extinguished, therefore the use of both means seems to me incongruous. Your last-mentioned correspondent is also in error when he says, "The uses following the power of appointment are remainders." Now a remainder is an estate of freehold limited to take effect after the natural determination of a particular estate of freehold; but an estate limited, subject to a power, is not a remainder, but a vested estate in possession liable to be divested upon the exercise of the power. A. E.

APPOINTMENT.

ADAM MITCHELL, Esq., of Parsonstown, and Dublin, to be Sessional Crown Solicitor for the King's County.

PARLIAMENT AND LEGISLATION.

Sir Colman O'Loughlen's Libel Bill has been committed *pro forma*.

The House has voted an advance of £402,000, for the prosecution of the works connected with the New Law Courts.

The Railways (Guard's and Passenger's Communication) Bill was read a second time on May 1.

The Turnpike Trusts Bill was referred to a select committee on May 1.

The Factory Acts Extension and Hours of Labour Bills were referred to a select committee on May 2.

The Metropolitan Gas Bill has been committed *pro forma*, that the amendments agreed to by the gas companies may be inserted, on the understanding that it will be referred to a select committee.

IRELAND.

It is a well-settled rule of the bar that all pleadings should be drawn by members of the outer bar; they may be revised by Queen's Counsel, but the custom of entrusting to junior counsel the duty of investigating the facts and preparing the technical statement of the case, is well estab-

lished both in England and in Ireland. In violation of this, two petitions came under the Lord Chancellor's cognisance having the names of members of the inner bar attached thereto, but not the signature of a junior. On the cases being moved, his Lordship declared in open court that he would not make an order of reference on a petition to which the name of junior counsel was not attached.—*Saunders' News Letter.*

William Croker, Esq., son of John Croker, Esq., has been admitted an attorney of the Courts of Queen's Bench, Common Pleas, and Exchequer, and solicitor of the Court of Chancery.

LORD CHANCELLOR'S COURT.

April 27.—*Re Purcell.*—This was an application respecting two infants. The father, a Protestant, had died intestate, and the mother, a Roman Catholic, had been appointed guardian by the Court, and allowed £500 a-year for their maintenance. Afterwards, nine years ago, she removed them beyond the jurisdiction, in order to bring them up in the Roman Catholic faith, and they remained with her in France. The Master of the Rolls thereon issued an attachment against her, and suspended the payment of the maintenance, which had now accumulated to the extent of £2,000. Recently the mother presented a petition stating the death of one of the infants, and that she directed her solicitor, Mr. Orpen, to take out letters of administration in her name. This having been discovered by the uncle of the infants,

Lawson, Q.C., and Exham, for the uncle, submitted that the widow, being still in contempt, could not receive any part of the infant's property; her object, no doubt, was to obtain the means of disregarding the order of the Court until her son should come of age, when he would be entitled to the rents of his property; by that time his religious opinions would have become fixed. These facts had not been before the Master of the Rolls, who had made an order upon the petition.

Sherlock, Q.C., and Sullivan, Q.C., *contra.*

The LORD CHANCELLOR said he could hear nothing from the lady while she remained in contempt. It might be that she had accomplished her purpose, and that he might (though he did not say he would) have to give effect to what she had done. None of his predecessors, he believed, had ever interfered with the religious convictions of a ward of Court after they had become fixed. That question, however, was not before the Court. Mr. Orpen had nearly brought himself into contempt, but he imputed to him no desire to deceive the Court; he must, however, give costs against him. The order must be set aside, and £120 which had been already paid out of court, must be refunded.

OBITUARY.

THE HON. EDMUND HAYES.

We regret to announce the death of the Hon. Edmund Hayes, ex-Judge of the Queen's Bench, Ireland. We extract the following account of the deceased judge from a contemporary:—

"Mr. Hayes, ex-Judge of the Queen's Bench, died yesterday at his residence near Bray. Born in 1804, he was educated at the Belfast Academical Institution, and entered Trinity College, Dublin, in the year 1820. He was called to the bar in 1827, and joined the North-East Circuit, which he subsequently exchanged for the Home. He was chosen by the Benchers of the King's Inn as lecturer on Constitutional and Criminal Law, on which latter subject he published a valuable work. In 1852 he was appointed Queen's Counsel, and in the same year became Law Adviser to the Crown under Lord Derby's Ministry. On the return of the Conservatives to power in 1858, he was again appointed Law Adviser, and was subsequently made Solicitor-General, and was raised to the bench on the retirement of Mr. Justice Crampton, in 1859. About a year ago the state of Judge Hayes's health obliged him to give up (it was hoped only for a time) his duties in the Court of Queen's Bench. To these he was never able to return, and before last Michaelmas Term he was compelled to place his resignation in the hands of the Government. Judge Hayes was universally respected and esteemed both in his public and private capacity. He won the confidence both of the profession and the public by his

uprightness and unwavering consistency, and his practical good sense and energy of character."—*Times.*

He was a native of Banbridge, where his father and brother carried on an extensive linen manufacture, and had been especially eminent as a criminal lawyer. From 1830 to 1834 Mr. Hayes reported in the Court of Exchequer in Ireland.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

Inner Temple:—

Hartley Williams, Esq., B.A., Oxford; Latham Christopher Norris Percy Brickwood, Esq., B.A., LL.B., Cambridge; Edgar Rowe Everington, Esq., B.A., Oxford; Charles Piffard Hill, Esq., B.A., Cambridge; Douglas Arden, Esq., Oxford; Ulick John Burke, Esq., B.A., Oxford; Henry Holloway, Esq., M.A., Cambridge; Gabriel Prior Goldney, Esq.; and Charles Albert Sheppard, Esq., M.A., Oxford.

Middle Temple:—

John Harlowe Turner, Esq.; George Shea, Esq., LL.B., Trinity-hall, Cambridge; Budroodene Tyabjee, Esq.; Isaac Badcock, Esq., B.A., Trinity College, Oxford; Richard Sanders, Esq.; Robert Wilberforce Merttins Bird, Esq.; Frank Mantell Adams, Esq., B.A., Sidney Sussex College, Cambridge; Wade Shenton Garnett, Esq., B.A., Trinity College, Dublin; Emile Vaudayne, Esq.; Frederick Henry Avice, Esq.; and Frederick Octavius Crump, Esq., of Queen's College, Cambridge.

Lincoln's Inn:—

Jemmett Browne, Esq., B.A., Oxford; Charles Henry Roberts, Esq., M.A., Oxford; the Hon. Frederick George Dutton, B.A., Oxford; Henry Samuel Brandreth, Esq., B.A., Cambridge; Baldwin Michael Smith, Esq., B.A., Oxford; the Hon. Reginald Charles Edward Abbot, M.A., Oxford; Arthur Loughborough, Esq., B.A., Oxford; Cecil Mark Fulford, Esq., B.A., Cambridge; and Robert Swan, Stephen, Esq., B.A., Cambridge.

Gray's Inn:—

William Gouldthorp, Esq.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

EASTER TERM, 1867.

The final examination of articulated clerks took place on the 30th April and 1st May, at the Hall of the Incorporated Law Society, Chancery-lane, London.

The examiners were the Master, C. Manley Smith, Mr. W. Strickland Cookson, Mr. John Hollams, Mr. Robert Wilson, and Mr. John Moxon Clabon.

QUESTIONS FOR THE FINAL EXAMINATION.

Easter Term, 1867.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. Is there any, and what, limit of time within which application must be made to set aside process, or proceedings for irregularity?
2. Is there any, and what, process by which a judgment creditor can obtain execution against book debts owing to his debtor; and, if so, how can he ascertain who are such book debtors?
3. A. having obtained a county court judgment against B. for an amount exceeding £20, finds that B. has no goods within the jurisdiction of such county court, but has goods beyond such jurisdiction; how can he satisfy his judgment out of the last-mentioned goods?
4. Is it ever necessary to renew the registration of a bill of sale which has once been duly registered under the Bills of Sale Act, 1854 (17 & 18 Vict. c. 36)? and if so, how often should such registration be renewed?
5. Where one writ is issued (under the Bills of Exchange Act, 1855) against both the drawer and acceptor of a bill of Exchange, can subsequent proceedings be taken against both jointly?
6. Within what time after service of a writ under the Bills of Exchange Act, 1855, must the defendant apply for leave to appear; and to whom must such application be made?
7. Can the costs of an award be taxed before the time for setting the award aside has elapsed?

8. Under the Statute of Frauds it is necessary that the consideration for an agreement should be stated in the agreement. Does this apply to an agreement of guarantee? Give the reason for your answer.

9. How soon can a plaintiff enforce an award made upon a compulsory reference under the Common Law Procedure Act, 1854? and what course must he pursue for that purpose?

10. Can the attorney for a plaintiff, at whose suit a defendant has been taken in execution, in any, and what way authorise the Sheriff to discharge the defendant; or must the sheriff have the plaintiff's authority for so doing?

11. Can a person not named in a writ of ejectment be allowed to appear and defend; and if so, in what way should he proceed?

12. Can a person who has lost a bill of exchange, upon which in his possession, he would be entitled to sue, sue upon it notwithstanding such loss? And if the defendant sets up such loss as a defence, what course should the plaintiff pursue?

13. Can the widow of a man killed by a railway accident under any, and what circumstances sue in her own right for compensation under Lord Campbell's Act (9 & 10 Vict. c. 93)? or, if not, in what manner can she obtain such compensation?

14. In an action at law in which it is necessary to put in evidence a will of real estate in order to establish a devise, is there any, and what, mode (except an admission by the other side) by which the party wishing to give such evidence can save the expense of producing the original will?

15. Is a convicted felon, undergoing his sentence, in any, and what, cases admissible as a witness in a civil action? Give the reason for your answer?

II.—CONVEYANCING.

1. A devise to A. and his heirs in trust for B. and his heirs—A. by deed disclaims the devise made to him. In whom are the legal and equitable estates in fee respectively vested?

2. What is the difference between a fee simple and a base fee?

3. What is an advowson, and how may it be acquired—and what right does it confer on its owner?

4. Give an instance of personal estate which may be bequeathed to endow a school, and of personal estate which cannot be so bequeathed; and in each instance state why.

5. Land held in fee simple is devised to A. for life, and after his death to the heirs of his body, A. has a son who is of age. How, and by whom, can the fee simple be vested in a purchaser?

6. What is necessary to the validity of a conveyance of land for the endowment of a school?

7. A. and B. are joint tenants in fee of Blackacre. C. and D. are tenants in common in fee of Whiteacre. A. and C. respectively devise, in general terms, all their respective real estates to E. To whom will A.'s interest in Blackacre, and C.'s interest in Whiteacre, respectively go?

8. A testator leaves a legacy to a daughter, and a legacy to a niece. Both daughter and niece die before the testator, leaving children. Do the legacies lapse, or if not, to whom are they payable?

9. Land may be acquired by descent or by purchase. By what other modes, if any, may land be acquired?

10. Land is mortgaged in fee to A., who dies intestate. How can the land be vested again in the owner discharged from the mortgage?

11. Land is limited by settlement to A. for life, with remainder to his first and other sons successively in tail male, and is charged with a jointure for his widow, and with portions for younger children. The settlement contains no power of sale. Can the land be sold in the lifetime of A., and during the minority of his sons; and if so, by what means, and with whose concurrence?

12. A., being owner in fee simple of land, borrowed money of B. five years ago, and mortgaged the land to secure payment of the money, and entered into the usual personal covenant to pay the money with interest. A. died last year intestate. Both the land, and the personal estate of A. are, of course, liable to the mortgage, but on which must the repayment ultimately fall?

13. A woman, owner in fee of land, marries without a settlement, and has children. What estate or interest has her husband in the land during her life, and after her death?

14. An owner in fee of land dies intestate leaving a son A., and a daughter B., by his first wife, and a son C., by his second wife. A. dies intestate and unmarried. Who then is entitled to the land, and why?

15. A. and B. (each being an only child) become separately possessed of land, in fee simple; A. as heir at law of his mother, and B. under his mother's will. A. and B. both die intestate, each leaving a brother of his father, and a brother of his mother surviving him. To whom will the lands of A. and B. respectively go?

III.—EQUITY AND PRACTICE OF THE COURTS.

1. Will the Court of Chancery grant an injunction to restrain a public nuisance; and, if so, at whose suit, and is it in all cases necessary to show that the party applying for the injunction has sustained some special or particular damage?

2. Give a few instances in which the Court of Chancery will decree specific performance of contracts, and a few instances in which it will not do so.

3. If A. contracts to sell land to B., and upon investigation of the title it is found doubtful, can B. compel A. to complete the sale either with or without giving an indemnity?

4. Under what circumstances may a company under the Companies Act, 1862, be wound up by the Court?

5. What is the difference between a specific legacy and a general legacy of personal estate? Give two or more instances of each description of legacy, and of cases in which it is material to consider whether a legacy is general or specific.

6. Is there any, and, if any, what difference between the rules of evidence at law and in equity?

7. If A.'s house adjoins B.'s private pleasure grounds, but for upwards of twenty years A. has had no window overlooking B.'s grounds, and A. opens a window overlooking them, has B. any, and, if any, what remedy?

8. If a defendant is desirous of obtaining from a plaintiff in equity discovery of facts or documents, in what mode can he do so; and is the course of proceeding the same when the discovery sought relates to facts as when it is limited to written documents?

9. If, after a deed has been executed by all parties and acted upon, it is discovered that it is in some respects inconsistent with the real agreement, can either party obtain relief, and if so, how, and is it necessary to establish fraud or unfair conduct?

10. Is it always necessary for a defendant to file either an answer, demurrer, or plea to the plaintiff's bill? Give instances in which the defendant should demur or plead.

11. Is a bequest of consols to be applied in rebuilding a public hospital valid? Give the reasons for your answer.

12. If an infant son during his father's lifetime becomes entitled to property, will the Court direct the income, or any part of it, to be applied for the maintenance and education of the infant, and by what will the Court be guided, and is it necessary to institute a suit for the purpose of obtaining its decision? Would the same rules apply if the infant had no parent living, or had a mother only living, and if not, why not?

13. Should a mortgagee require the title deeds of the mortgaged property to be delivered to him? If he omits to do so, and the mortgagor dies insolvent, having judgment and other specialty creditors, and also simple contract creditors, what will be the rights of the mortgagee and the other creditors respectively as respects the mortgaged property?

14. If A., having expended £2,000 in the purchase of a business for one of his two sons, dies intestate, leaving a widow and his two sons, and personal property of the value £10,000 how much will the widow and two sons be respectively entitled to receive?

15. If a trustee for sale purchases the trust property for its full value in the name of another person, and pays the purchase money to the parties entitled to it, and afterwards expends money in permanently improving the property, can the sale be set aside, and if so, when, and at whose instance, and upon what terms?

IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

1. Does the estate of a bankrupt pass to the assignees from the advertisement of the adjudication, or from the making of the adjudication, or from any prior or other date; and, if so, from what date?

2. Suppose the bankrupt to have made a payment of money, or a transfer of property, after the date from which the title of the assignees commences; is such payment or transfer necessarily invalid, or under what circumstances does it hold good?

3. If furniture has been transferred by a deed of transfer (that is to say, by a bill of sale), duly executed and registered, and the transferor becomes bankrupt before the transferee has taken possession of the furniture, does the registered deed of transfer hold good against the assignees?

4. As regards the validity of a transfer by deed, without a change of possession, is there any, and, if any, what, distinction between moveable personal chattels and tenant's fixtures; that is to say, things fixed to land held by the bankrupt under a lease, and legally removable by the tenant during the term of the lease?

5. On what principle is it supposable that the assignees can ever have a title to anything which their predecessor in title, the bankrupt, alienated by a valid deed before becoming bankrupt?

6. Does the principle referred to (if there be any such) ever, and when, and how, apply to things found by the assignees in the bankrupt's possession, but belonging to some one else?

7. If the assignees can ever acquire a title to things possessed by the bankrupt, but belonging to another person, how is this law consistent with the right of a landlord to recover an arrear of rent out of things possessed by the bankrupt on land of which he is tenant?

8. If goods have been bought by the bankrupt, and are, at the date of the bankruptcy, in course of transmission to him, without having been paid for, is the title of the assignees subject to any, and, if any, what, exception or defeasibility in favour of the unpaid vendor?

9. If a debt due to the person who becomes bankrupt was sold or transferred before the bankruptcy, with a power of attorney to sue for it in the name of the transferor, can the transferee sue in the bankrupt's name after the bankruptcy? State the principle of your affirmative or negative answer.

10. Suppose the bankrupt to have claims on persons living abroad, say in France, do these vest in the assignees?

11. Is there any, and, if any, what distinction, as regards the title of the assignees, between claims on debtors resident in France, and land in France.

12. Can proof be made in bankruptcy for a debt not due till after the bankruptcy?

13. How if it be a debt that may perhaps never become due?

14. Suppose the bankrupt to have given an acceptance falling due after the bankruptcy, and to have, by way of set off, a right to recover damages from the holder of the bill (suppose for a libel), what right of proof has the creditor?

15. On what principle is it that the law ever discharges a bankrupt from his debts without payment of them in full?

V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

1. What is treason? State the three branches under which it may be divided.

2. What is the distinction between felony and misdemeanour? State the incidents of each as to forfeiture, arrest, and trial.

3. What is murder? Mention some of the intentions which constitute malice.

4. What is burglary?

5. What is larceny?

6. What is embezzlement?

7. State generally the proceedings taken in a case of felony, to obtain a conviction.

8. What is an indictment, and how are objections to it to be taken; and may it be amended, and when?

9. What is the difference between English and French law with reference to the interrogation of prisoners?

10. State the difference between direct and circumstantial evidence.

11. Give an instance of a leading question, and of one which is not leading.

12. What is the rule as to husbands and wives being witnesses for or against each other on criminal trials?

13. What is the rule as to the incompetency of witnesses for want of religious belief?

14. How can the credit of a witness be attacked on a trial?

15. What appeal is allowed in criminal cases as to facts—as to errors in form of procedure—and as to law?

ANSWERS TO QUESTIONS AT EASTER TERM FINAL EXAMINATION.

(By G. Sangster Green and George Kenrick Esqs.)

I.—COMMON LAW.

1. There is no actual limit of time within which an application to set aside process or proceedings for irregularity must be made, but by the 135th of the practice rules of Hilary Term 1853 it is provided that no such application shall be allowed unless made within a reasonable time, nor if the party applying has taken a fresh step after knowledge of the irregularity.

2. A judgment creditor may obtain an order to attach any debts owing to his judgment debtor from any other person. The order is obtained upon an *ex parte* application to a judge in Chambers. The order is served upon the debtor, (called the garnishee), and if he does not dispute the debt, or pay into court the amount, or sufficient to answer the judgment debt, the judge will make an order for execution to issue. The judgment creditor may obtain a rule or order for the judgment debtor to attend and be orally examined before a master of the court or other person, and to produce his books, at which examination the particulars of the book debts may be ascertained (Com. Law Pro. Act, 1854, ss. 60 to 64).

3. The plaintiff may satisfy his judgment out of the goods which are not in the jurisdiction of the County Court in which the judgment was obtained by means of a warrant of execution which may issue out of that court and be sent to the registrar of the county court in whose jurisdiction the goods are (9 & 10 Vict. c. 95, s. 104). Or he may remove the judgment into one of the superior courts by a writ of *certiorari* (the debt exceeding £20), and thereupon execution may be issued on such judgment as if it had originally been obtained in the superior court (19 & 20 Vict. c. 105, s. 49).

4. By 29 & 30 Vict. c. 96, it is provided that the registration of a bill of sale must be renewed every five years.

5. Proceedings subsequent to the writ cannot be taken against the drawer and acceptor of the bill jointly; but such proceedings must be taken as if separate writs had been issued against each party (See Bills of Exchange Act, 1855, s. 6).

6. The defendant must appear to a writ under the Bills of Exchange Act, within twelve days of the service, but he must previously obtain leave from a judge or from the Court to appear and defend the action.

7. The costs of an award may be taxed before the time for setting it aside has expired (Rules of Hilary Term, 1859, No. 170).

8. It is not now necessary for the consideration for a guarantee to be stated in or be referred to by the memorandum in writing of the agreement. The rule was otherwise before the statute 19 & 20 Vict. c. 97, which amended the law in this respect, *Wain v. Walters*, 2 Sm. L. C. 147.

9. A plaintiff may enforce an award made upon a compulsory reference when the time for applying to set it aside has expired, or by leave of a judge at any time after seven days from the time of publication, although the time for moving to set it aside has not expired. An application to set it aside must be made within the first seven days of the term next following the publication, whether it be made in term or vacation. The award may be enforced in the same way as the verdict of a jury. Judgment must first be signed (*Kendall v. Merrett*, 4 W. R. 594).

10. The plaintiff's attorney, by whom a writ of *ca. sa.* was issued, can authorise the sheriff to discharge the defendant, who is in custody under the writ, by means of a written order signed by him, unless the party for whom such attorney professes to act shall have given notice to the contrary, to the sheriff's officer. The discharge is not, however, a satisfaction of the debt unless made by authority of the creditor (Com. Law Procedure Act, 1852, s. 126).

11. Any person who is, either personally or by his tenant, in possession of the land included in a writ of ejectment or any part thereof may, by leave of a judge to be obtained on affidavit, appear and defend although not named in the writ. If he defend as landlord that fact must be stated in the ap-

pearance (Common Law Procedure Act, 1852, ss. 172 and 173).

12. A person may bring an action upon a bill of exchange notwithstanding that it is lost, and if the loss thereof be pleaded as a defence, the plaintiff should apply to a judge for an order that the loss shall not be set up, provided an indemnity is given to the satisfaction of a master against the claims of any other person upon the bill (Com. Law Procedure Act, 1854, s. 87).

13. In case there is no executor or administrator of the deceased man, or in case such executor or administrator has omitted, for six months after the death, to bring an action to recover compensation for the injury, an action may be brought in the name or names of the person or persons for whose benefit such action might have been brought by the personal representative. If there were no children of the deceased, the widow might, in such cases as have been pointed out, bring the action in her own name alone; but if there were any children, they would have to be joined in the action (27 & 28 Vict. c. 95).

14. By the Probate Court Act (30 & 31 Vict. c. 77, s. 64), the party wishing to establish the devise can give to the opposite party ten days' notice of his intention to give in evidence as proof thereof the probate copy of the will, or an office copy thereof; and, in such case, such probate or office copy shall be sufficient evidence of the will, unless the opposite party shall, within four days after receiving such notice, have given notice that he disputes the validity of the devise.

15. A person is admissible as a witness although he is a convicted felon even undergoing his sentence, for crime is not now a ground of incompetency to give evidence (Best on Evidence, 203; 6 & 7 Vict. c. 85).

II.—CONVEYANCING.

(By J. Bradford and T. Widdows.)

1. No trust or duty being by the devise in question imposed on A., he is, by virtue of the Statute of Uses, a mere conduit pipe for conveying the legal estate to B., in whom therefore, the legal and equitable estates are respectively vested. The disclaimer of A. is unnecessary and futile (27 Hen. VIII. c. 10).

2. A fee simple is an estate limited to a man and his heirs general; a base fee is an estate similarly limited, but with a qualification, as in the case of a grant to A. and his heirs, tenants of the manor of Dale; in this instance whenever the heirs of A. cease to be tenants of that manor, the grant is entirely defeated. The term base fee is usually applied to the estate created by the alienation of a tenant in tail, where the issue are barred, but those in remainder or reversion are not; and where, therefore, the estate must cease whenever there ceases to be heirs of the body of the tenant in tail (Stephen's Com., vol. 1).

3. An advowson is a perpetual right of presentation to an ecclesiastical benefice. It may be acquired like other hereditaments by a conveyance *inter vivos* by devise or by inheritance. If it be an advowson appendant to a manor, it may be acquired by taking a conveyance of the manor, but if it be an advowson in gross it must be conveyed like any other separate incorporeal hereditament by a deed of grant. The owner of the advowson is termed the patron of the benefice, but as such he has no property or interest in the glebe or tithes which belong to the incumbent. As patron he simply enjoys a right of nomination from time to time as the living becomes vacant (Williams' Real Prop.).

4. A bequest of pure personality not charged on land, and not to be produced from the sale of land, for the purpose of endowing a school is a valid bequest. A bequest of money charged on land or of the proceeds of land directed to be sold is not a valid bequest (*Kirkbank v. Hudson*, 7 Price, 212; *Robinson v. Robinson*, 19 Beav. 494).

5. Where land is devised to A. for life, and after his decease to the heirs of his body, by virtue of the application of the rule in *Shelley's case*, A. is tenant in tail in possession, and he alone can, therefore, vest the fee simple in a purchaser by an ordinary disentailing deed enrolled in Chancery under the Fines and Recoveries Act, 3 & 4 Will. 4, c. 74.

6. Under the Mortmain Act, 9 Geo. 2, c. 36, a conveyance of land for any charitable use is to be made by deed, indented, sealed, and delivered in the presence of two witnesses, twelve calendar months at least before the death of the grantor, and to be enrolled in Chancery within six calendar months after such execution; and such convey-

ance is to take effect in possession, and to be without power of revocation for the benefit of the grantor, or it will be invalid. Certain modifications of the conditions required by the Mortmain Act have been made in favour of particular kinds of schools; 7 & 8 Vict. c. 37; 12 & 13 Vict. c. 49; 15 & 16 Vict. c. 49.

7. Where A. and B. are joint tenants in fee of Blackacre, and C. and D. are tenants in common of Whitesacre, and A. and C. respectively devise in general terms all their respective real estates to E., A.'s interest in Blackacre will survive to the other joint tenant, B., as a joint tenant, cannot by will defeat the right of survivorship of his cotenant which has accrued before the will takes effect. C.'s interest in Whitesacre will pass by his will to E., as there is no right of survivorship amongst tenants in common.

8. Where a testator leaves a legacy to a daughter and a legacy to a niece, and both daughter and niece die before the testator, leaving children, the legacy to the niece lapses; that to the daughter, by virtue of the 33rd section of the Wills Act, 1 Vict. c. 26, takes effect as if the death of the daughter had happened immediately after the death of the testator.

9. The words "descent" and "purchase" are sometimes used to express all the modes by which land may be acquired, and in this sense are considered equivalent to the expressions "act of law" and "act of the party." The latter, however, are more correct expressions. "Act of the law" includes descent, escheat, tenancy by the curtesy and tenancy in dower. "Act of the party" will comprise purchase, devise, occupancy, forfeiture, and voluntary transfer. Partition and enclosure are sometimes referred to as modes of acquisition which are not included under the terms "descent" or "purchase."

10. Where a mortgagee in fee dies intestate, the right to receive the mortgage debt, being personal property, passes to the mortgagee's administrator, whilst the land, being real property, descends to the mortgagee's heir. The land can be vested again in the owner, discharged from the mortgage by a deed in which the mortgagee's administrator and heir concur, the former to give a discharge for the money, the latter to convey the estate.

11. Where land is limited by settlement to A. for life, with remainder to his first and other sons successively in tail male, and is charged with a jointure for his widow and with portions for younger children, but the settlement contains no power of sale, such lands may be sold by order of the Court of Chancery in the lifetime of A. and during the minority of his sons under the authority of the Leases and Sales of Settled Estates Act, 19 & 20 Vict. c. 120, if the settlement does not contain an express provision to the contrary. The mode of procedure is to present a petition, bringing the parties having interests under the settlement prior to the first tenant in tail, and also such tenant in tail, before the Court, and if the Court is satisfied that the proposed sale is a proper one, it will, with the concurrence of the parties, give directions accordingly. The interests of the infant tenant in tail must be protected by the appointment of a guardian, who should take care that the Court be furnished with proper information with regard to the infant's interest, and should make an application at chambers before the petition is heard for leave to consent on the behalf of the infant.

12. Where the owner of land in fee simple five years ago mortgaged such land, and has since died intestate, the repayment of the mortgage debt must ultimately fall upon the land, as since the 31st December, 1854, the 17 Vict. c. 113, throws the debt primarily on the land, unless the mortgagor has by will expressed a contrary intention.

13. During the wife's life the husband is entitled to the whole of the rents and profits which may arise from the lands, and acquires a freehold estate therein during the continuance of the coverture. After her death, if he has had issue by her born alive that might by possibility have inherited the estate as her heir, he will become entitled to an estate for the residue of his life in such land, called an estate by the curtesy.

14. Where an owner in fee of land dies intestate, leaving a son A. and a daughter B. by his first wife, and a son C. by his second wife, and then A. dies intestate and unmarried, C. will then become entitled to the land, as descent is to be traced from the purchaser, who in this case must be assumed to be the owner, from whom A. took by descent. The heir of the purchaser is C., a male.

who will take in preference to B., a female (3 & 4 Will. IV., c. 106).

15. The lands of A., which were taken by descent being inherited from his mother will go to her heir, who, in the case put, is her brother. Under the Inheritance Act a devisee is considered a purchaser, and consequently the lands of B., which were devised to him by his mother, will go to his heir, who, in the case put, is his father's brother. It is assumed that in the latter case both father and grandfather are previously dead.

III.—EQUITY AND PRACTICE OF THE COURTS.

(By J. Bradford and G. S. Green.)

1. The Court of Chancery will, in a proper case, grant an injunction to restrain a public nuisance. Such an injunction should be applied for by information at the suit of the Attorney-General. If the nuisance causes special damage to a private individual, an injunction will be granted at the suit of such private individual (*Soltan v. De Held*, 2 Simons' N. S. 145-151).

The general rule acted on by the Court of Chancery in granting or refusing a decree for specific performance is, that in cases where the remedy by the recovery of damages would not be adequate, specific performance will be decreed; but where damages would be an adequate remedy, specific performance will not be decreed. The Court will decree specific performance of a contract for the purchase of land, railway shares, a picture by an old master, a patent, an annuity charged on a particular fund; but not for the purchase of Consols, an hundred quarters of wheat, nor personal chattels generally. With regard to contracts, the performance of which relate to the personal acts and services of one of the parties, the Court will not in general attempt to enforce them in specie as a contract to build a house, or to act as agent (*Cuddee v. Rutter*, and *Notes W. & T. L. C. Eq. 709*).

2. If A. contracts to sell land to B. and upon the investigation of the title it is found doubtful, B. can compel A. to complete the sale if he is willing to accept the title, such as it is, being the best title A. can give him; but B. cannot compel A. to complete the sale, and also to give an indemnity against the defect in the title.

4. A registered company may be wound up by the Court under the Companies Act, 1862, under the following circumstances:—

(1.) Whenever the company has passed a special resolution requiring the company to be wound up by the Court.

(2.) Whenever the company does not commence its business within a year from its incorporation, or suspends its business for the space of a year.

(3.) Whenever the members are reduced in number to less than seven.

(4.) Whenever the company is unable to pay its debts.

(5.) Whenever the Court is of opinion that it is just and equitable that the company should be wound up.

5. A specific legacy is a bequest of a specific thing or number of things; a general legacy is a bequest in general terms, where the testator does not define the particular thing or things given. A bequest of the gold watch belonging to the testator, presented to him by A. B., and of the furniture which shall be in his house at the time of his decease, are specific legacies. But a bequest of a gold watch of the value of £50, and of the sum of £1,000, are general legacies. The cases in which it is material to consider whether a legacy is specific or general are where the subject of the supposed specific legacy is not the property of the testator at the time of his death, and where the property of the testator is not sufficient to meet all the legacies, in which case the general legacies abate first.

6. The rules of evidence at law and in equity do not differ from each other; but there is an important difference in the manner in which evidence is, in general, brought before the courts. At law the witnesses, in general, give their evidence *intra voce* in the presence of the Court. In equity the witnesses, in general, give evidence by deposing to affidavits which are produced before the Court, and read in the absence of the witnesses. Courts of Equity have now power to adopt either method.

7. Where A.'s house adjoins B.'s private pleasure-grounds, but for upwards of twenty years A. has had no window overlooking B.'s grounds, and A. opens a window overlooking them, B. has no remedy either at law or in equity, but he may obtain a practical remedy by building a wall in front of A.'s window.

8. If a defendant in equity is desirous of obtaining discovery from the plaintiff, he is entitled to do so. For this purpose, when he has put in a sufficient answer, he may file a "concise statement," together with interrogatories to be answered by the plaintiff. He may also take out a summons for an affidavit as to documents in the plaintiff's possession, and for production thereof. The answer to the interrogatories is the means for discovery as to facts; the affidavit directed by order made on summons is the means of discovery of documents.

9. Where a deed has been executed by all parties, if it is discovered that it is inconsistent with the real agreement and intention of the parties, it may be rectified by the Court on a bill filed by either party on the ground of mistake,—it is not necessary to establish fraud or unfair conduct on the part of the defendant or defendants.

10. It is not in every case necessary for a defendant to file either an answer, demurrer, or plea to the plaintiff's bill. If he is not required to answer, he need not do so unless he thinks fit, and he, of course, ought not to file a demurrer or plea except in the cases where either happens to be applicable. A defendant should demur when he is advised that, on the case shown by the plaintiff's bill, there is no ground for relief against him. He should file a plea where the plaintiff has omitted from his bill the statement of a fact, or connected aggregate of facts, relating to the matters in question, raising a single point of law which, if inserted in the bill, would have made it demurrable.

11. A bequest of Consols to be applied in re-building a public hospital is a valid bequest and not within the Mortmain Act, 9 Geo. 2, c. 36. The reason is that such a bequest may be applied to the purposes for which it is given without necessitating the acquisition of land for charitable purposes.

12. If an infant son during his father's lifetime becomes entitled to property, the Court, where the position of the father is such that, having regard to other claims on him, he has not ample means for the support of such infant son in a manner consistent with his expected future position, will direct an adequate portion of the infant's income to be applied for his maintenance and education. It is not necessary to institute a suit in order to obtain the direction of the Court as to maintenance; the application should be made by summons at chambers. The same rule could not apply if the infant had no parent living, as there would then be no question as to the father's ability. If the infant has a mother only living, the Court will direct maintenance out of the infant's property without reference to the ability of the mother.

13. A mortgagee should certainly require the title deeds of the mortgaged property to be delivered to him, otherwise he may be postponed to subsequent mortgagees who advance their money on the security of the property without notice of the former mortgage. If the mortgagee omits to obtain the deeds, although the mortgagor dies insolvent, having judgment and other specialty creditors, and also simple contract creditors, the rights of the mortgagee will not be affected by the existence of such creditors. The creditors will rank between themselves in the usual order—first, judgment, then specialty, and then simple contract creditors.

14. Where A., having expended £2,000 in the purchase of a business for one of his two sons, dies intestate, leaving a widow and his two sons and personal property of the value of £10,000—The widow will be entitled to £3,333 6s. 8d., the son for whose benefit the advance of £2,000 has been made will be entitled to £2,333 6s. 8d., and the son who has had no advance will be entitled to £4,333 6s. 8d. (22 & 23 Car. 2, c. 10; 29 Car. 2, c. 31).

15. If a trustee for sale purchases the trust property for its full value in the name of another, and pays the purchase-money to the parties entitled to it, and afterwards expends money in permanently improving the property, the sale can nevertheless be set aside at the instance of the *cestui que trusts* when they discover the facts, upon the terms of repaying to the purchaser the amount of the purchase-money with interest thereon. If the *cestui que trusts* should allow an unreasonable time to elapse after the discovery of the facts before filing their bill, the Court will refuse to interfere.

IV.—BANKRUPTCY AND PRACTICE OF THE COURTS.

(By G. Kenrick and W. Morgan.)

1. The estate of a bankrupt as a general rule passes to the assignees, from the date of the act of bankruptcy or petition

and vests on their appointment—not from the dates mentioned in the question (Bankruptcy Act, 1849, s. 141; Bankruptcy Act, 1861, s. 229).

2. A *bona fide* payment of money, or a transfer of property by a bankrupt after an act of bankruptcy of which the creditor or transferee had no notice, would stand against the title of the assignees, if made before adjudication but a transfer of property after adjudication, or after an act of bankruptcy, upon which the bankrupt is subsequently adjudicated, and with notice to the transferee of the facts, would be invalid, and the assignees might recover the money or property.

3. The Bills of Sale Act, 17 & 18 Vict. c. 36, s. 1, which provides for the registration of bills of sale, has no operation in narrowing the application of the doctrine of reputed ownership; and therefore the goods, being in the order and disposition of the bankrupt at the date of the act of bankruptcy would vest in his assignees (Bankruptcy Act, 1849, s. 125; Shelford on Bankruptcy, p. 242—299).

4. There is a distinction between movable personal chattels and tenants' fixtures, the latter not being deemed to be within the order and disposition of the bankrupt under section 125 of the Act of 1849; although as between landlord and tenant such fixtures might be legally removable by the latter (1 Griffith & Holmes' Bankruptcy, page 446).

5. Under the order and disposition clauses of the Bankruptcy Act, the assignees can only have a title to anything which their predecessor in title (the bankrupt) had alienated by a valid deed before becoming bankrupt, on the principle that the alienee by leaving the goods in the bankrupt's possession, order, or disposition, created him the reputed owner thereof, and thus increased the probability of his obtaining credit upon the faith of the goods belonging to him.

6. The principle above referred to does, as explained, apply to things found by the assignees in the bankrupt's possession, but belonging to some one else, and the reputed ownership is a question of fact, depending on all the circumstances attending the possession. Therefore, where goods are in the order and disposition of the bankrupt at the date of the act of bankruptcy with the consent of the true owner thereof, and the Court makes an order declaratory to that effect, the assignees are entitled to them.

7. As goods which may be seized by assignees as being in the order and disposition of a bankrupt, with consent of the true owner, are treated as part of his estate, and such estate, so far as it is made up of such or any other property is legally distrainable for rent, there appears to be nothing inconsistent in the right of a landlord to recover his rent by distress out of such property, which right is not wholly taken away by the bankruptcy, but only limited to one year's rent in case of the distress being made after the commencement of the bankruptcy (Act of 1849, s. 127).

8. If goods have been bought by the bankrupt, and are at the date of the bankruptcy, in course of transmission to him, they not having been paid for, the title of the assignees is subject to the right of the unpaid vendor to stop the goods before they arrive at their destination, and leave the vendor's control. This right is known as the right of stoppage *in transitu*.

9. The bankruptcy of the transferor will not interfere with the transferee's right to sue in his name under the power of attorney contained in the deed. This is because all beneficial interests in the subject-matter of the transfer had passed from the bankrupt before his bankruptcy, and as "choses in action" is not assignable at law, the power of attorney was necessary to complete the security.

10. When any person shall have been adjudged a bankrupt, all personal estate and effects, present and future, wheresoever the same may be found or known either here or abroad, vest in his assignees (Shelford on Bankruptcy, 350).

11. In the case of claims upon debtors of the bankrupt resident in France, the right to recover the amounts due vests in the assignees on their appointment, this being personal estate which is covered by the 141st section of the Act of 1849; but the 142nd section of the same Act only vests real estate of the bankrupt situate in England, Scotland, Ireland, or in any of the dominions, plantations, or colonies of her Majesty, in the assignees from the date of their appointment, and not land in France or elsewhere out of the dominions.

12. Proof may be made in bankruptcy for a debt not due until after the bankruptcy if it is *debitum in presenti solvendum in futuro*, and, in such a case, the creditor must allow a rebate of interest, and prove for the balance.

13. Proof may be made in bankruptcy for a debt which

may never become due in the sense that it is only a claim for unliquidated damages, by an application to the Court to direct such damages to be assessed by a jury either before itself or in a court of law, or, if all parties agree, the Court may assess such damages without the intervention of a jury or reference to a court of law, and in either case the proof will stand for the amount assessed.

14. If the bankrupt has given an acceptance falling due after the bankruptcy, the creditor, as above stated, may prove for the amount, allowing a rebate of interest at the rate of £5 per cent. per annum, and such right would not be defeated or altered by the right of the bankrupt to recover unliquidated damages from the holder of the bill (Bankruptcy Act, 1849, s. 172).

15. The principle on which the law proceeds in discharging a bankrupt from his debts without payment of them in full is stated by Lord Henley to be one of the two objects regulating the bankruptcy system, namely, that when a debtor has fully surrendered all his property for equal distribution amongst his creditors, he is personally entitled to be released from his debts.

V.—CRIMINAL LAW AND PROCEEDINGS BEFORE MAGISTRATES.

(By J. DAVIS and W. MORGAN.)

1. Treason is an offence against the duty of allegiance. It has been divided into the three following branches:—high treason, petit treason, and constructive treason. But this division is a cross division. Petit treason does not now differ in its consequences from murder.

2. The distinction between felony and misdemeanour is arbitrary, founded on no principle, and, consequently, absurd and unsatisfactory. The crime of "felony" is said to be intermediate between treason and misdemeanour, and yet treason is felony, and there are misdemeanours for which the punishment is more severe than that of some felonies. A misdemeanour is said to be a crime which is neither a treason nor a felony. Conviction of felony causes forfeiture of goods and chattels, and, if followed by attainder, causes forfeiture of real estate. Conviction of a misdemeanour is not followed by these consequences. A person who has committed a felony may in many cases be arrested without warrant. A person accused by indictment or by information in the Queen's Bench for a misdemeanour may appear by attorney. And in misdemeanours generally the defendant having once appeared the trial may take place in his absence.

3. Murder is the killing any person under the king's peace with malice aforethought, express or implied. The actual previous intention to kill, or the intention to do a felonious act other than that of killing the person who in the event is killed, will in both cases be an intention which constitutes malice.

4. Burglary is the breaking and entering of the dwelling-house of another in the night-time with intent to commit a felony therein.

5. Larceny, or theft, is the unlawful taking and carrying away of things personal in the actual or legal possession of the owner with intent to deprive him of the same.

6. Embezzlement is the unlawfully converting to his own use by a clerk or servant of any chattel, money, or valuable security which shall be delivered to or received or taken possession of by him for or in the name or on account of his master.

7. Where a felony has been committed, the accused person must be first arrested. An arrest may be made with or without warrant, and either by an officer or a private individual, according to circumstances. The arrest having been made, the prisoner should forthwith be taken before a magistrate or magistrates who investigate the facts alleged, cause the depositions of witnesses to be taken in writing and to be read over to the prisoner, who is invited to give any explanations he may think fit, and then either commit to prison or accept bail. The next step is to prefer an indictment to the grand jury, who conduct an *ex parte* investigation and either find the bill true or throw it out. If they find a true bill the prisoner is in due course arraigned, called on to plead, if he does not plead guilty, he is tried by the Court and a jury. If found guilty he is sentenced, and the judgment is carried into effect.

8. An indictment is a written accusation of a crime preferred to, and presented upon oath by a grand jury. It consists of three principal parts—the commencement, statement, and conclusion. The mode of objection to an indictment

may be in the nature of a demurrer, as when the accused insists that the fact as stated is no felony. The indictment may be amended as to formal defects before the jury are sworn, or during the trial, when any variance not material to the merits of the case, and not prejudicial to the defence on the merits, appears between it and the evidence produced.

9. According to English law, a prisoner accused of any crime cannot be interrogated thereon; he is, before committal, invited to make any statement he pleases, but is warned that his statement will be taken down, and may be used against him. He is not permitted to give evidence on oath. According to French law, a prisoner in a similar position is subjected to a series of examinations, with a view to elicit from him materials for his own conviction.

10. Direct evidence is proof of the very fact in question; circumstantial evidence is proof of circumstances from which, according to the ordinary course of affairs, the existence of the fact in question may reasonably be inferred.

11. A leading question is a question which suggests the answer required from the witness; a question which is not a leading question leaves the witness to his own unassisted memory. If, for example, a witness was being examined as to a conversation alleged to have taken place at a particular interview with another person—If he were asked, Is it the fact that, at the time and place mentioned, you said so and so—the questioner stating what the witness is alleged to have said—this would be a leading question. If, the fact of the witness having been present had been arrived at, and he were simply asked to state what took place—this would not be a leading question.

12. A husband is not permitted to give evidence against his wife, nor a wife against her husband in any criminal proceedings, unless in cases where the offence in question has been committed by one of them against the other.

13. A person is incompetent to be a witness for want of religious belief if he does not believe in a Supreme Being.

14. The credit of a witness may be attacked on a trial by cross-examination, by calling other witnesses to disprove the material facts spoken to by him, by proving previous statements of witness inconsistent with his present testimony, by adducing evidence reflecting on his character for veracity (Taylor on Evid. 2nd ed. p. 1143).

15. Where there are errors in the forms of procedure or as to law an appeal lies by a motion in arrest of judgment, or writ of error, or on a question reserved for the consideration of the Court of Criminal Appeal, 11 & 12 Vict. c. 78. There is at present no regular mode of appeal on questions of fact, but there is an irregular mode which takes various forms as circumstances differ. Appeals of this kind are made by applications to the Home Secretary, by indictment of witnesses for perjury, by motions in the House of Commons, by arguments in the newspapers, by discussions at public meetings, by demonstrations, by petitions, &c.

COURT PAPERS.

COURT OF CHANCERY.

By order of the Lord Chancellor the following causes have been transferred from Vice-Chancellor Sir W. Page Wood to the Master of the Rolls:—

Slipper v. Tottenham and Hampstead Junction Railway Co.—cause.

Jeffries v. Agra and Masterman's Bank (Limited)—further consideration.

Parfitt v. Hember—motion for decree.

Inman v. Inman—motion for decree.

Hewetson v. Harrison—cause.

Aitchison v. Stevens—motion for decree.

Cartwright v. Insole—cause.

Harding v. The Great Eastern Railway Co.—cause.

Hordern v. Guardians of the Poor of the Dudley Union—motion for decree.

In re St. David's Gold Mining Co. (Limited) v. Wright—cause, witnesses.

Reading v. Ryland—motion for decree.

Jessel v. Gould—cause.

Lawrence v. Lawrence—cause, a witness.

Dymes v. The City Bank—cause.

Ship v. Crosskill—cause, witnesses.

Stanhope v. Collingwood—motion for decree.

Craven v. Brady—ditto.

Watts v. Imperial Land and Investment Co. (Limited)—ditto.

Hall v. Holdsworth—cause.

Ellingthorp v. Ellingthorp—motion for decree.

Betty v. London, Chatham, and Dover Railway Co.—ditto.

Sykes v. Sykes—cause.

Tomlinson v. Phipps—motion for decree.

Willmott v. Great Eastern Railway Co.—cause.

Smith v. Smith—motion for decree.

N.B.—The Master of the Rolls will not hear any of the above causes before the first day of Trinity Term next, unless by the desire of the parties themselves.

ADMISSION OF ATTORNEYS.

EASTER TERM, 1867.

The following days have been appointed for the admission of attorneys in the Court of Queen's Bench:—

Saturday..... May 11 | Monday..... May 13

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Monday, the 13th May, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission, or his certificate of practice for the current year, at the secretary's office, Rolls-yard, Chancery-lane, on or before Saturday, the 11th of May.

The papers of those gentlemen who cannot be admitted at common law till the last day of term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

COURT OF QUEEN'S BENCH.

This Court will on Tuesday, the 14th, and Wednesday, the 15th days of May instant, hold Sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending; and will give Judgment in cases then standing for Judgment.

COMMON PLEAS.

Sittings at Nisi Prius in Middlesex and London before the Right Hon. Sir Wm. Bovill, Knt., Lord Chief Justice of her Majesty's Court of Common Pleas at Westminster, in and after Trinity Term, 1867.

IN TERM.

Middlesex.

Tuesday..... May 28 | Tuesday June 11

Tuesday..... June 4

The Court will not sit in London during term.

AFTER TERM.

Middlesex.

London.

Tuesday June 18 | Monday July 1

The Court will sit during and after term at ten o'clock.

The Middlesex common jury remanets will be taken at the first sitting in term.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London before the Right Hon. Sir Fitzroy Kelly, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, in and after Trinity Term, 1867.

IN TERM.

Middlesex.

Tuesday..... May 28 | Tuesday June 11

Tuesday..... June 4

The Court will not sit during term in London.

AFTER TERM.

Middlesex.

London.

Tuesday..... June 18 | Monday..... July 1

The Court will sit during and after term at ten o'clock.

The Court will sit in Middlesex, in term, by adjournment from day to day, until the causes entered for the respective Middlesex sittings are disposed of.

The Shrewsbury magistrates, acting on the opinion of counsel, "that a minor is not a fit and proper person to be licensed within the meaning of 9 Geo. 4, c. 61" have declined to permit, under the Public House Licenses Transfer Act, the transfer of a license to a minor.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 3, 1867.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 90½	Annuities, April, '85
Ditto for Account, June 6, 91½	Do. (Red Sea T.), Aug. 1868 102
3 per Cent. Reduced, 89½	Ex. Bills, £1000, 3 per Cent. 25 pm
New 3 per Cent., 89½	Ditto, £500, Do 25 pm
Do. 4½ per Cent., Jan. '94	Ditto, £100 & £300, 18 pm
Do. 4½ per Cent., Jan. '94	Bank of England Stock, 6½ per
Do. 5 per Cent., Jan. '73 —	Cent. (last half-year) 253
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stock, 104½ p. Ct. Apr. '74 219	Ind. Inf. Pr., 5 p. Ct., Jan. '72 103
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 —
Ditto 6 per Cent., July, '89 110½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '84 —
Ditto 4 per Cent., Oct. '85	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates, —	Do. Bonds, 5 per Cent., £1000, 32 pm
Ditto Enhanced Pr., 4 per Cent. 54½	Ditto, ditto, under £1000, 32 pm.

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	79
Stock	Caledonian	100	108
Stock	Glasgow and South-Western	100	107
Stock	Great Eastern Ordinary Stock	100	27½
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	112
Stock	Do., A. Stock	100	111
Stock	Great Southern and Western of Ireland	100	51
Stock	Great Western—Original	100	40½
Stock	Do., West Midland—Oxford	100	37
Stock	Do., do., Newport	100	23
Stock	Lancashire and Yorkshire	100	123½
Stock	London, Brighton, and South Coast	100	58
Stock	London, Chatham, and Dover	100	16½
Stock	London and North-Western	100	112½
Stock	London and South-Western	100	76
Stock	Manchester, Sheffield, and Lincoln	100	46
Stock	Metropolitan	100	116
Stock	Midland	100	109½
Stock	Do., Birmingham and Derby	100	81
Stock	North British	100	34
Stock	North London	100	113
Stock	Do., 1866	5	6½
Stock	North Staffordshire	100	70
Stock	Scottish Central	100	46
Stock	South Devon	100	65½
Stock	South-Eastern	100	135
Stock	Taff Vale	100	34 pm
Stock	Do., C	—	—

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares.	Dividend per annum	Names.	Shares.	Paid.	Price per share.
6000	5 per cent	Clerical, Med. & Gen. Life	2	£ 5	£ 5 d.
4000	40 pc & 10	County	100	10 0	9 8 0 0
40000	5 per cent	Eagle	50	5 0	0 7 3 6
10000	7½ 2s 6d pc	Equity and Law	100	6 0	0 7 10 0
20000	7½ 2s 6d pc	English & Scot. Law Life	50	3 10	0 4 17 6
3700	5 per cent	Equitable Reversionary	105	—	94 0 0
4600	5 per cent	Do. New	50	50 0	0 43 15 0
5000	5 & 3 psh b	Gresham Life	30	5 0	0
20000	5 per cent	Guardian	100	50 0	0 44 10 0
20000	5 per cent	Home & Col. Ass., Ltd.	80	5 0	0 1 15 0
7500	8½ per cent	Imperial Life	100	10 0	0 15 17 6
50000	10 per cent	Law Fire	100	2 10	0 4 12 6
10000	32½ per cent	Law Life	100	10 0	0 99 0 0
100000	10 per cent	Law Union	10	10 0	0 0 16 6
30000	9s 6d pr sh	Legal & General Life	50	8 0	0 8 0 0
20000	5 per cent	London & Provincial Law	50	4 17	8 4 7 6
40000	10 per cent	North Brit. & Mercantile	50	6 5	0 14 15 0
2500	12½ & 10s	Provident Life	100	10 0	0 28 0 0
40000	20 per cent	Royal Exchange	Stock	All	323 0 0
4000	6½ per cent	San Fire	—	All	203 0 0
—	—	Do. Life	—	All	63 0 0

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

The statement made by Lord Stanley on Wednesday evening respecting the Luxemburg negotiations produced less effect than might have been anticipated upon the tone of business in the English funds. There is, however, an improvement. Speaking generally, there is still little animation about the markets, and although there have been indications that the public confidence was being restored, the state of trade, and the prospects of railway affairs have not been such as to lend any accelerating influence.

Much distrust is still felt with regard to British railway investments, perhaps more than is necessary. The cotton market exhibits a slight improvement, and the provincial corn markets

have been firm. The advices from Germany have produced a favourable effect at Nottingham.

The position of the Brighton Railway Company engrosses a considerable amount of attention.

Foreign securities show for the most part an improvement.

The increase of bullion in the bank of France, during the past week, has been £520,000, making the total of bullion about that amount in the excess of any previously known.

The discount demand at the Bank of England is still moderate, but slightly on the increase.

In the matter of Overend, Gurney, & Co., the application for a call of £10 per share was heard on Thursday morning before the Chief Clerk, who adjourned it to be heard on Friday afternoon at half-past three by the Vice-Chancellor in person.

A COINCIDENCE OF "INSTRUCTION."—Mr. Disraeli's reply to Mr. Locke probably recalled to the mind of the honourable and learned member for Exeter an incident which occurred to him about five-and-twenty years ago, and which, perhaps, he had himself almost forgotten. It is as follows:—The late Master of Balliol College—Dr. Jenkyns—in summing up on some rather damaging and depreciative reports furnished by the Tutors as to the demeanour of one of the scholars of the House, who, on the whole, was deservedly regarded as an ornament to that body, addressed him in that peculiar croak, which no man who has ever heard it can either imitate or forget—"Mister Coleridge, we regard you as a very clever young man; we think very highly of you, Mister Coleridge—very highly indeed—but not so highly as you do of yourself."—*Essex Gazette.*

According to the present law, every Russian subject who has taken his degree at one of the five universities of St. Petersburg, Moscow, Kazan, Kharkov, or Kiev, has the right to become a candidate for the title and post of a barrister; but only after a five years' practice in that capacity he may, or may not, be received as a member of the bar by the Society of Barristers, practising at one of the provincial courts, and at the district courts, within its jurisdiction. Each such society (of which at present there exist but two, at the provincial courts of St. Petersburg and Moscow) elects from among its members its president (Batonnier) and council, who alone have it in their power to inscribe upon, or strike off, the list of their society any candidate for that post, or any member who may have shown himself unworthy of it. All this seems simple and natural enough to us, but it should not be forgotten that the theory and practice of the Russian Government for centuries back has always been tending exactly in the opposite direction, so that the men who made this attempt at breaking through the time-hallowed traditions of the Russian ultra-bureaucratic and governmentalising system, deserve the highest credit for the sensible course they took. Of course, this rule of a five years' preliminary candidature could not be introduced at once, as in that case there would have been no barristers practising in their own right, and in fact, no bar at all for the next five years. It was therefore decreed that any official who had for the last five years occupied any legal post whatsoever, was to be admitted as a member of the bar.—*The Day.*

SAUNDERS'S NEWS LETTER cites our remarks* upon a recent case in which a woman sought to excuse herself by alleging that she had kissed her thumb, and adds the following:—"Where usage in any proceeding has become so confirmed as to constitute an article of belief rather than a matter of controversy, it is almost impossible to suggest any change or variation with hope of success, or even tolerant hearing, and this more especially in the conduct of legal proceedings, where precedent preserves the form long after the vital principle which gave life has departed. Now, nothing can be more important than the administration of the oath of a witness in a court of justice; and however brief the form, it ought to comprise pregnant meaning in every word. In the time of Edward I., 1299, the form of the oath was, 'So help me God and the saints,' and it does not appear that the witness was sworn upon the Evangelists, which, no doubt, contributed to irreverence in the observation of it. The period of the Reformation caused an omission in reference to the 'saints,' and the existing oath has now all the solemnity to be acquired by length of time. But we would suggest that the solemn attestation of witnesses in Scotland, both in the mode of administration and in its substance, has been far more impressive than that in practice here and in England, the judge swearing the party, and solemn thoughts being suggested by the words used. In the 'Heart of Midlothian' the mode of procedure is noticed, when Jeanie Deans comes forward to be examined on behalf of her sister Effie. 'The solemn oath—the truth to tell, and no truth to conceal as far as she knew, or should be asked,' was then administered by the judge—"In the name of God, and as the witness should answer to God at the great day of judgment;" an awful adjuration which seldom fails to make an impression even on the most hardened characters, and to strike with fear even the most upright. Jeanie, educated in deep and devout reverence for the attributes of the Deity, was by the solemnity of a direct appeal to His person and justice awed, but at the same

time elevated above considerations, save those which she could with a clear conscience call them to witness. She repeated the form in a low and reverent but distinct tone of voice after the judge, to whom, and not to any inferior officer of the court, the task is assigned in Scotland of directing the witness in that solemn appeal which is the sanction of his testimony.

ESTATE EXCHANGE REPORT.

AT THE MART.

April 25.—By Messrs. STUCKEY & WIMSTANLEY.
Leasehold residence, No. 4, Gordon-terrace, Upper Richmond-road, Putney, let at £50 per annum; term, 99 years from 1863, at £10 per annum—Sold for £580.

By Mr. LEWIS.

Freehold, 3 houses, one with shop and premises, situate in High-street, Hampton Wick, producing £58 per annum—Sold for £1,015.

By Messrs. GREEN & SON.

Freehold residence, with stabling, situate in the village of Southgate, Middlesex, let at £28 per annum—Sold for £850.

Freehold ground rent of £20 15s. per annum, secured upon 10 residences, Nos. 11 to 20, Ely-place, Colney Hatch, also a piece of building land adjoining—Sold for £750.

Leasehold house, No. 17, Bartholomew-square, St. Luke's, let at £30 per annum; term, 61 years from 1812, at £5 per annum—Sold for £285.

April 26.—By Messrs. BUSHWORTH, JARVIS, & ABBOTT.

Leasehold residence, No. 17, Mount-street, Grosvenor-square; terms, expiring at Lady-day 1880, at £19 15s. per annum—Sold for £1,060.

Freehold, 2 houses Nos. 18 and 19, Bell-court, Grays-inn-road, let on lease for 7½ years unexpired, at £2 10s. per annum—Sold for £400.

By Messrs. CONN.

Freehold, The Red Lion Public house, No. 9, Greenwich-road, and 4 houses and shop, Nos. 1, 2, 7, and 8 Greenwich-road, producing £168 per annum—Sold for £3,310.

Leasehold house, No. 6, Sussex-street, Piccadilly, let at £60 per annum; term, 65 years unexpired, at £9 per annum—Sold for £690.

By Mr. ROBINSON.

Leasehold residence, No. 44, Oak Village, Mansfield-road, Kentish Town-road, let at £33 per annum; term, 91 years from 1857, at £5 5s. per annum—Sold for £230.

Leasehold house, No. 3, Edwards-crescent, Mansfield-road, Mansfield, let at £33 per annum; term, 97 years from 1864 at £6 10s. per annum—Sold for £220.

April 29.—By Mr. SAMUEL KINGSTON.

Freehold residence and 13s 3r 3p of land, known as Branch Hill Lodge situate at Hampstead, Middlesex—Sold for £20,840.

April 30.—By Messrs. DEBENHAM, TEWSON, & FARMER.

Leasehold residence, No. 31, Alfred-place, South Kensington; term, 62 years unexpired, at £16 per annum—Sold for £1,040.

Leasehold residence, No. 32, Northampton-park, Canonbury; annual value £70; also a ground-rent of £10, arising from the adjoining house, No. 30; term, 49 years unexpired, at £2 15s. per annum—Sold for £290.

By Messrs. DANIEL SMITH, SON, & OAKLEY.

Leasehold residence, No. 20, Phillimore-gardens, Kensington; term, 9½ years from 1863, at £20 per annum—Sold for £2,800.

By Messrs. BROMLEY, SON, & KELDAY.

Leasehold ground-rents amounting to £80 per annum, for about 32 years, secured upon houses in Holmes and Dempsey-street, Mile End—Sold for £250.

By Mr. SAWFELL.

Leasehold house, No. 42, Patmore-street, New-road, Battersea-park; term, 80 years from 1863, at £3 per annum—Sold for £215.

By Messrs. J. J. CHERWAS & SON.

Freehold house, No. 1, Stroud-place, Hackney-road; let on lease at £5 6s. per annum—Sold for £150.

Leasehold residence, No. 1, Southboro'-road, South Hackney, annual value £40; term 75 years unexpired, at £6 per annum—Sold for £375.

By Messrs. BRADLEY.

Freehold residence, No. 55, Basinghall-street, City—Sold for £3,100.

Leasehold, property comprising the house and shops, with workshops, and premises in the rear, known as Nos. 101, 102 and 105, Upper White Cross-street, St. Luke's, producing £148 per annum; term 500 years from 1893, and subject to annuities of £37 per annum—Sold for £1,700.

Freehold, The Bunch of Grapes Public House, No. 14, White-street, Southwark; let on lease at £50 per annum—Sold for £1,025.

Leasehold residence, No. 70, Bedford-gardens, Camden-hill, Kensington; term 99 years from 1834 at £12 10s. per annum—Sold for £900.

Leasehold residence, No. 68, Bedford-gardens, aforesaid; let at £92 per annum; term and ground rent similar to above—Sold for £700.

AT THE GUILDHALL COFFEE HOUSE.

By Messrs. WEATHERALL & GREEN.

Freehold mansion, No. 26, Pall-mall—Sold for £9,950.

By Messrs. BROAD, PUTCHARD, & WILTSHEIRE.

Freehold premises, No. 29, Clement's-lane, Lombard-street, City, in the occupation of the English Joint Stock Bank, Limited—Sold for £27,000.

Copyhold, house, No. 13, London-street, London-fields, Hackney; annual value £36 per annum—Sold for £390.

Leasehold, plot of building land, abutting on Thurrow Park-road, Lower Norwood; term 99 years from 1865, at £30 per annum—Sold for £410.

Leasehold premises, situate in Brunswick-place, Berners'-park, Blackheath; term, 14 years from 1863, at £75 per annum—Sold for £260.

Freehold, 2 residences, situate in Crescent-road, Woodville-road, Thornton-heath, annual value £32 each—Sold for £560.

Leasehold house and 4 villas, Nos. 5 to 9, Albert-road, Erith; also two improved ground-rents, amounting to £21 per annum, secured on 10 houses and land in the rear; term, 99 years from 1863, at £15 per annum—Sold for £2,035.

Freehold residence, with stabling and grounds, situate in Prospect-road, Ash, Surrey—Sold for £700.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FOSTER.—On April 22, at North Curry, near Taunton, Somerset, the wife of Charles Millett Foster, Esq., Solicitor, of a son.

MAYO.—On April 26, the wife of Charles T. Mayo, Esq., Solicitor, Corsham, Wilts, of a son.

MARRIAGES.

BOOTH—STAVELEY-SHIRT.—On April 24, at the new Parish Church, Hasley, Sheffield, Charles Booth, Esq., Barrister-at-Law, late fellow of King's College, Cambridge, son of the late Lieut.-Colonel Henry Booth, K.H., of the 42nd Light Infantry, to Elizabeth Staveley, daughter of John Staveley-Shirt, Esq., of Wales, near Rotherham, late of the 4th (King's Own) Regiment.

CAMPBELL—ILBERT.—On April 25, at Thurlstone, Devon, Robert Campbell, Esq., late of Edinburgh, and now of Lincoln's Inn, Advocate of the Scotch Bar, and Fellow of Trinity Hall, Cambridge, to Marian Lucy, daughter of the Rev. P. A. Ilbert, Rector of Thurlstone, Devon.

CHRISTIE—CHRISTY.—On April 30, at St. John's Parish Church, Hackney, George Fyfe Christie, Esq., Solicitor, Glasgow, to Flora Jeffrey, daughter of Andrew Christie, Esq., Dalston, N.E.

CROOKE—TYNDALE.—On April 24, at the British Consulate, Ostend, Walter Parry Crooke, Esq., Barrister-at-Law, of Lincoln's Inn, to Charlotte Vere Antonia, daughter of John Nash Tyndale, Esq., M.A., Barrister-at-Law, of the Middle Temple.

DUCKWORTH—JACKSON.—On May 1, at Frant, Herbert, son of William Duckworth, Esq., Barrister-at-Law, of Orchard Leigh Park, Frant, to Julia, daughter of John Jackson, M.D., of Saxtonbury-lodge, Frant.

HYDE—COPPOCK.—On April 24, at the Unitarian Church, Stockport, Walter Hyde, Esq., Solicitor, Stockport, to Ann Bancroft Coppock, daughter of Major Coppock, Stockport.

JAMES—ROBINSON.—On April 27, at Christ Church, Lancaster-gate, Kensington-gardens, Thomas Henry James, Esq., Barrister-at-Law, Lincoln's Inn, to Lilla, daughter of Charles Robinson, Esq., of 74, Inverness-terrace, Kensington-gardens.

STONHOUSE—VIGOR—BIRD.—On April 27, at St. Mary's, Hornsey, Alfred Henry Say Stonhouse-Vigor, Barrister-at-Law, of 40, Gloucester-place, Hyde-park, to Gertrude, daughter of William Bird, Esq., J.P., of Crouch-hall, Hornsey, Middlesex.

STRAIGHT—BRIDGMAN.—On April 24, at the Parish Church, Woolwich, Douglas Straight, Esq., Barrister-at-Law, of the Middle Temple, and son of the late Robert Marshall Straight, Esq., Barrister-at-Law, of the Middle Temple, to Jane Alice, daughter of Dr. Bridgman, Woolwich-common.

SUTTON—BRIGGS.—On May 1, at Falmouth, Gloucestershire, Emily Jessie, daughter of the late Thomas Briggs, Esq., H.E.I.C.S., to Geo. F. P. Sutton, Esq., Solicitor, of the Firs, Watford, Herts.

TOMLINSON—DUNLEY.—On April 24, at the Parish Church, Sefton, near Liverpool, George Withnall, son of William Tomlinson, Esq., Solicitor, Ashborne, to Lavinia, daughter of the late Captain Dunley, of Liverpool.

DEATHS.

BENTLEY.—On April 23, at Clifton, Bristol, Michael Bentley, Esq., formerly of the Middle Temple, and late of Richmond, Surrey, aged 75.

BROWN.—On April 20, at his residence, Lianelly, Frederick Lewis Brown, Esq., Solicitor, aged 68.

BUCHANAN.—On April 24, at 45, Argyle-road, Camden-hill, Kensington, William Fry, son of Wm. Fry Buchanan, Esq., Barrister-at-Law, aged 11 months.

HAYES.—On April 28, at Cricken-house, Bray, Edmund Hayes, Esq., lately Third Justice of her Majesty's Court of Queen's Bench in Ireland, aged 63.

ROBINSON.—On May 1, at No. 5, The Paragon, New Kent-road, George Millar Robinson, Esq., of the firm of Messrs. Sloc & Robinson, Solicitors, St. John's, Southwark, aged 50.

SWARBRECK.—On April 24, at Sowerby, near Thirsk, Thomas Swarbrec, Esq., Solicitor, aged 70.

SYKES.—On April 23, at 23, Binfield-road, Stockwell, Edward Sykes, Esq., Barrister-at-Law, son of the late Edward Sykes, Esq., of Bank-house, Wakefield, Yorkshire, aged 54.

LONDON GAZETTES.

Wind-up of Joint Stock Companies.

FRIDAY, April 26, 1867.

LIMITED IN CHANCERY.

Beaujais Wine Company (Limited).—Petition for winding up, presented April 25, directed to be heard before the Master of the Rolls on May 4. Harper, Philipot-lane, solicitor for the Petitioner.

Imperial Austrian Gas Company (Limited).—Petition for winding up, presented April 16, directed to be heard before the Master of the Rolls on May 4. Lewis & Lewis, Ely-pl., Holborn, solicitors for the petitioner.

UNLIMITED IN CHANCERY.

Garlids Mining Company.—Petition for winding up, presented April 20, directed to be heard before the Vice-Warden, at the Prince's-hall, Truro, on Saturday, May 11 at 11. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before May 8, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents. Hodge & Co, Truro, solicitors for the petitioner.

East Trevaun Mining Company.—Petition for winding up, presented April 6, directed to be heard before the Vice-Warden, at the Prince's-hall, Truro, on Thursday, May 9 at 11. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before May 6, and notice thereof must at the same time be given to the petitioner, his solicitor, or his agents. Hodge & Co, Truro, solicitors for the petitioner.

North Shepherds Mining Company.—Petition for winding up, presented April 12, directed to be heard before the Vice-Warden, at the Prince's-hall, Truro, on Thursday, May 9 at 12. Affidavits intended

to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before May 6, and notice thereof must at the same time be given to the petitioner, his solicitor, or his agents. Trevena, Redruth, petitioner's solicitor.

North Wheal Gilbert Mining Company.—Petition for winding up, presented April 20, directed to be heard before the Vice-Warden, at the Princess-hall, Truro, on Saturday, May 11 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before May 8, and notice thereof must at the same time be given to the petitioner, his solicitor, or his agents. Hodge & Co, Truro, petitioner's solicitors.

TUESDAY, April 30, 1867.

LIMITED IN CHANCERY.

North Atlantic Telegraph Company (Limited).—Petition for winding up, presented April 25, directed to be heard before Vice-Chancellor Mallins on May 10. Darley, Raymond-buildings, Gray's-inn, solicitor for the petitioners.

Friendly Societies Dissolved.

FRIDAY, April 26, 1867.

Brynmaur Friendly Society, Griffin-hotel, Brynmaur, Brecon. April 25.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, April 30, 1867.

Bingham, Esther, Exeter, Spinster, May 27. Fox & Dymond, M.R.
Elsworth, Jas, Bristol, Gent. May 31. Taylor & Elsworth, V.C.
Stuart.
Hasler, Rich, Aldingbourne House, Sussex, Esq. May 17. Watson & Hasler, V.C. Wood.
Hutchinson, Alfd Cooper, Pleadally. May 10. Herold & Tucker, V.C. Malins.
Ingham, Robt, Horsforth, York, Woolstapler. May 21. Pullan, Ingham, M.R.
Passingham, Townsend, Tytes, Merioneth, Clerk. May 17. Passingham & Ormsby, V.C. Malins.
Thompson, Hy, Nafferton, York, Merchant. June 3. Hart & Thompson, V.C. Stuart.
Hayes, Fletcher Fulton Compton, Captain in the 62nd Bengal Native Infantry. Aug 31. Crawford & Hayes, V.C. Malins.
Pickett, Edwd, Hurstpierpoint, Sussex, Gent. May 18. Pickett & Peckham, V.C. Wood.
Pool, John Stead, Kingston-upon-Hull. May 18. Hornby & Pool, V.C. Malins.
Pullar, John, Rose-villas, Montpellier-rd, Rye-lane, Peckham, Gent. May 4. Pullar & Pullar, V.C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 26, 1867.

Barritt, Isaac, Ramsey, Huntingdon, Publican. June 1. Waite, St Ives.
Banich, Chas, Bristol, Wholesale Boot Manufacturer. June 24. King & Plummer, Bristol.
Betts, Saml, Northampton, Leather Dealer. July 1. Britten, Northampton.
Blidwell, Hy Jas, Lammars, Norfolk, Yeoman. June 3. Scott, North Walsham.
Britten, Edwd, Kimbelton, Huntingdon, Gent. July 1. Britten, Northampton.
Bush, Wm Matthews, Bath, Gent. June 1. Little & Son, Bath.
Cearns, Jas, Lpool, Tobaccoist. June 1. Yates & Co, Lpool.
Dobson, John, Little St James's-st, Westminster, Glass and Lustre Manufacturer. June 15. Browning, Austin-friars.
Duncombe, Eliz, Pembroke-sq, Kensington. June 24. Johnson, Midhurst.
Fonkes, Thos, Llangollen, Denbigh, Innkeeper. July 1. Richards, Llangollen.
Graves, Matthew, Hemingford Grey, Huntingdon, Yeoman. June 1. Waite, St Ives.
Lambton, Wm Hy, Chesham-place, Belgrave-sq, Esq. May 13. Story, Durham.
Morgan, Rev Geo, Stoke St Milborough, Salop. July 1. Lloyd, Ludlow.
Ormandy, Arthur Lowe, Lpool, Gent. June 29. Best, Lpool.
Peole, Vernon, Leamington, Warwick, Gent. July 1. Armishaw, Rangley.
Wall, Wm, Shaw, nr Oldham, Lancaster, Chemist. June 29. Nuttall, Manchester.
Wyndham, Fras, Inton, Wills, Esq. June 10. Hodding & Co, Salisbury.

TUESDAY, April 30, 1867.

Ansdel, Geo, New-cross-rd, Deptford, Gent. June 10. Mullens, Chesham.
Beddens, Saml, Canonbury-park, Gent. June 1. Baker & Key, Cloak-lane.
Blackwell, Joseph, Mallock, Derby, Corn Miller. May 22. Wheatcroft, Mallock.
Edwards, Philadelphia, Bath, Spinster. June 15. Waller & Scott, Coleman-st.
Foreman, Robt, Gateshead, Durham, Superintendent Registrar. June 18. Swinburne, Gateshead.
Galsworthy, Silas, George-st, Portman-sq, Gent. June 1. Jeanneret, Dane's-inn, Strand.
Hampson, John Hall, Little Britain, Radcliffe, Lancaster, Farmer. June 1. Whitehead & Son, Bury.
Jerrens, John, Durham, Auctioneer. May 13. Ward, Durham.
Mandeville, Robt, Hill-at, Peckham, Gent. June 1. Wild & Barber, Ironmonger-lane, Chesham.
Martyn, Thos Norman, Sandy Creek, Beechworth, Australia, Gold Miner. May 21. Tappin & Taylor, Fenchurch-st.
Meade, Geo Compton, Badleigh Salterton, Devon, Esq. July 1. Dryden, Lincoln's-inn-fields.
Robertson, Thos, Lindley, York, Chemist. June 20. Deeks & Green, Northampton.

Sanderson, Sarah, St George's-villas, Islington, Widow. June 24. Davis, Charles-sq, Hoxton.
Smythe, Wm Meade, Leamington, Warwick, Esq. July 1. Robinson & Co, Essex-st, Strand.
Swannell, Joseph, Rickmansworth, Hertford, Farmer. June 1. Porter, Walsall.
Theobald, Jehn, Somington, Wills, Yeoman. July 1. Smith, Melkham.
Upton, John, Cecil-st, Strand, Esq. May 31. Shum & Crossman, King's-rd, Bedford-row.
White, Thos Ash, Chichester, Gent. May 31. Sowton, Chichester.
Wilkinson, Geo, Oswald House, Durham, Esq. June 18. Ward, Durham.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, April 26, 1867.

Adams, John, Winchester, Hants, Innkeeper. March 27. Asst. Reg April 24.
Ardern, Geo Banner, Hyde, Chester, Tailor. April 17. Asst. Reg April 24.
Atkins, Enock, Wolverhampton, Stafford, Grocer. March 26. Asst. Reg April 24.
Bainbridge, Wm Rawling, Chester, Bookmaker. April 12. Comp. Reg April 26.
Bamford, John, Halifax, York, Tea Dealer. April 2. Asst. Reg April 24.
Barratt, Thos, Plymouth, Devon, Forage Dealer. April 23. Comp. Reg April 23.
Bastin, Edwd John, Little Earl-st, Seven Dials, Stationer. April 17. Comp. Reg April 24.
Bateman, Jas, Highgate, Warwick, Builder. March 27. Asst. Reg April 24.
Beaumont, Wm Hy, & Joseph Beaumont, Sheffield, Britannia Metal Manufacturers. April 2. Comp. Reg April 26.
Bebington, Jas, Manch, Confectioner. April 16. Comp. Reg April 24.
Bonner, Joseph, Banbury, Oxford, Draper. March 30. Asst. Reg April 25.
Brand, Hy, Gt Ormound-st, out of business. April 17. Asst. Reg April 25.
Burdl, Wm, Portobello-rd, Kensington-pk, Hosier. April 8. Comp. Reg April 24.
Carly, Edmd, Camberwell-rd, Upholsterer. April 2. Comp. Reg April 24.
Chappell, Wm, Kingston-upon-Hull, Boot Manufacturer. April 2. Comp. Reg April 25.
Charles, John, Chester, Photographic Artist. April 6. Comp. Reg April 24.
Cologan, John Bernard, Warwick-rd, Maida-hill West. March 30. Asst. Reg April 25.
Cox, John, Tavistock, Devon, Rope Manufacturer. April 12. Comp. Reg April 24.
Croly, Hugh, Sunderland, Durham, Tailor. April 1. Comp. Reg April 24.
Crocker, Thos Frank, Bampton, Devon, Draper. March 28. Asst. Reg April 25.
Crowther, Stephen, St Peter's, Kent, Gardener. March 29. Comp. Reg April 25.
Dandy, Wm, jun, Brighton, Sussex, Tobaccoist. March 27. Comp. Reg April 24.
Dewar, Jas, New City-chambers, Underwriter. April 2. Asst. Reg April 24.
Dobson, Wm, & Thos Dobson, Cotton Manufacturers. March 29. Comp. Reg April 24.
Duffy, Hy, Sarah Mort, Hannah Mort and Ann Mort, Farnworth, Lancaster, Manufacturers. March 23. Asst. Reg April 25.
Dutton, Geo, & Geo Miller, Chester, Grocers. March 30. Comp. Reg April 26.
Dwek, Abraham, Manch, Merchant. April 22. Comp. Reg April 24.
Edwards, Jas Allen, Chandes-st, Covent-garden, Printer. March 29. Asst. Reg April 24.
Ellis, Reuben, Leeds, York, Commercial Traveller. April 23. Comp. Reg April 25.
Ethells, Thos jun, Macclesfield, Chester, Silk Dyer. April 13. Comp. Reg April 24.
Mannabuse, Hy, Castle-rd, Kentish Town, Tailor. March 29. Comp. Reg April 25.
Hartridge, Hy Chas, Southsea, Hants, Hair Dresser. April 3. Asst. Reg April 24.
Hayer, Geo, & Thos Moore, Colchester, Essex, Draper. March 28. Comp. Reg April 25.
Higgins, Thos, Moore-pk-rd, Fulham, Literary Agent. April 22. Comp. Reg April 25.
Hutchinson, Geo Cunningham, Newcastle-upon-Tyne, Shipbuilder. April 13. Comp. Reg April 26.
Huxham, Thos, Swansea, Glamorgan, Grocer. March 28. Asst. Reg April 25.
Joule, Jas Hy, Middlewich, Chester, Salt Proprietor. April 13. Asst. Reg April 26.
Kirk, John Hy, Wymondham, Leicester, Greecer. April 2. Comp. Reg April 25.
Klamm, Franz Andreas, Eleanor-rd, North Hackney, Boot Manufacturer. April 9. Comp. Reg April 25.
Knight, Ana, Blakeney, Gloucester, Innkeeper. April 2. Asst. Reg April 25.
Lancaster, John, jun, Manch, Dyer. April 17. Inspectorship. Reg April 24.
Lawson, Jas, Jarraw, Durham, Grocer. March 29. Comp. Reg April 26.
Levi, Hy, Lpool, General Dealer. April 15. Comp. Reg April 24.
Lindard, Benj, & John Burrows, Manch, Slay Manufacturers. April 7. Comp. Reg April 25.
Linter, John, & John Chas, Ludlow, Bristol Wholesale Confectioners. April 1. Asst. Reg April 24.
Long, Alf, Sutton Parva, Wills, Wine Merchant. April 5. Asst. Reg April 25.

- Marples, Geo, Sheffield, Joiner. April 15. Comp. Reg April 25.
 Martinego, Philip, Wolverhampton, Stafford, Merchant. April 24.
 Comp. Reg April 25.
 Myers, Mich, Marylebone-lane, Trunk Maker. March 27. Comp. Reg April 24.
 Oakes, Wm, Stourbridge, Worcester, Boot and Shoe Dealer. April 18.
 Comp. Reg April 24.
 Oldham, Geo, Sheffield, Cabinet Case Maker. March 29. Comp. Reg April 24.
 Organ, Bryant, Aston nr Birm, Retailer of Beer. April 8. Comp. Reg April 24.
 Osman, Jas, Park-rd-villas, Tottenham, out of employment. April 8. Comp. Reg April 26.
 Pope, Fredk, Mark-lane, Merchant. April 11. Comp. Reg April 24.
 Poulton, Chas, High-st, Peckham, Stationer. April 18. Comp. Reg April 25.
 Pritchard, Hy, Bristol, Draper. April 5. Asst. Reg April 25.
 Prosser, Geo Fredk, jun, Dyer's-bdgs, Holborn-hill, Printer. April 3. Comp. Reg April 26.
 Parser, Wm Morris, Welverley, nr Kidderminster, Butcher. April 13. Comp. Reg April 24.
 Rawlinson, Robt, Burnley, Lancaster, Cabinet Maker. March 29. Asst. Reg April 24.
 Rawlinson, Christian, Burnley, Lancaster, Cabinet Maker. March 29. Asst. Reg April 24.
 Rawlinson, Edwd, Burnley, Lancaster, Cabinet Maker. March 29. Asst. Reg April 24.
 Reed, Geo, East India-rd, Oldman. April 15. Comp. Reg April 24.
 Reed, John, Rochester, Kent, Barge Owner. March 26. Comp. Reg April 24.
 Redearn, Richd Tatum, Blackfriars-rd, Jeweller. March 29. Asst. Reg April 26.
 Rhodes, Zaccheus, Shrewsbury, out of business. April 13. Comp. Reg April 26.
 Roberts, Albert, Denashanger, Northampton, Shopkeeper. April 10. Comp. Reg April 25.
 Roberts, Isaac, & Robt Roberts, Bootle, nr Lpool, Builders. March 29. Asst. Reg April 24.
 Rothery, Joseph, Halifax, York, Watchmaker. April 17. Comp. Reg April 24.
 Saunders, Chas, Barton Mills, Suffolk, Labourer. April 8. Asst. Reg April 24.
 Selwood, Elisa, John Buckler, & Saml John Knapman, St Jehn-st-rd, Clerkenwell, Wholesale Milliners. March 25. Asst. Reg April 24.
 Sheppard, Jas Frewin, & Alfred Sheppard, Birm, Cab Proprietors. Feb 21. Asst. Reg April 24.
 Simmonds, Geo Mowie, Dover, Fancy Repository Keeper. March 27. Asst. Reg April 24.
 Smith, Walker, Upper Newwood, Grocer. April 22. Asst. Reg April 26.
 Sweet, John, Bideford, Devon, Furniture Broker. April 5. Asst. Reg April 24.
 Swift, Dean, Halifax, York, Painter. March 30. Asst. Reg April 25.
 Taylor, Thos, Caledonian-rd, Islington, Draper. March 6. Comp. Reg April 25.
 Walton, Fras, St Luke's-rd-villas, Bayswater, Esq. April 4. Comp. Reg April 25.
 Wake, Wm Jell, Wolverhampton, Stafford, Linen Draper. April 17. Comp. Reg April 24.
 Ward, John, & Saml Ward, Matlock, Derby, Stone Merchants. April 23. Asst. Reg April 24.
 Westall, Rev Wm, Clewer, Berks, Clerk. April 16. Comp. Reg April 26.
 Wheelhouse, John, Nottingham, Tobaccoist. April 17. Comp. Reg April 24.
 Whittingham, Joseph, Long-acre, Coach Builder. April 20. Comp. Reg April 25.
 Williams, Wm, Bangor, Carnarvon, Chemist. March 22. Asst. Reg April 18.
 Wilkinson, Ranson Geo, Eaton-pl, Peckham, Shipbroker. April 10. Comp. Reg April 24.
 Woolcock, Alfred, Penzance, Cornwall, Baker. April 6. Asst. Reg April 25.
 Wood, Geo Wm, Lpool, Merchant. March 29. Inspectorship. Reg April 24.
 Wyborn, Thos Harrison, Aston, Grocer's Assistant. March 28. Asst. Reg April 24.
- TUESDAY, April 30, 1867.
- Andersen, David, Lpool, Linen Draper. March 29. Comp. Reg April 26.
 Andrew, Thos, Birm, Varnish Manufacturer. April 18. Comp. Reg April 27.
 Andrew, Jas, Micklehurst, Chester, Waste Dealer. April 24. Comp. Reg April 29.
 Ashworth, Benj, Tongue-with-Hamph, Lancaster, Registrar of Burials April 15. Comp. Reg April 27.
 Aspden, Hy, Preston, Lancaster, Ginger Beer Manufacturer. April 1. Asst. Reg April 29.
 Barnard, Wm, Paul's Wharf, Upper Thames-st, Bottle Merchant. April 25. Asst. Reg April 26.
 Baskley, Geo Brackenbury, Shenley, Hants, Farmer. April 13. Comp. Reg April 30.
 Berlin, Emanuel, Harrow-rd, Tobaccoist. April 18. Comp. Reg April 27.
 Binham, Josiah, Hampstead-rd, Bootmaker. April 25. Comp. Reg April 30.
 Binney, Harry Staniland, & Dani Matthews, Newhill, York, Earthenware Manufacturers. April 2. Asst. Reg April 29.
 Belton, Thos, Harrogate, York, Painter. April 2. Asst. Reg April 26.
 Brewster, Wm, Redditch, Worcester, Needle Manufacturer. April 2. Asst. Reg April 29.
 Burgman, Chas, Spring-grove, South Lambeth, Haberdasher. April 9. Comp. Reg April 27.
 Burn, Richd, Lpool, Comm Merchant. April 26. Inspectorship. Reg April 29.
 Cutling, Atkinson Joseph, Peterborough, Bootmaker. April 2. Asst. Reg April 29.
- Chaplin, John, Lpool, Leather Dealer. April 28. Comp. Reg April 29.
 Clement, Edwd Nixon, Dover, Kent, Draper. March 30. Asst. Reg April 27.
 Cohen, Lewis, Upper East Smithfield, Outfitter. April 22. Comp. Reg April 29.
 Comys, Edwd, Clarence-road, West Croydon, Barrister-at-Law. April 28. Comp. Reg April 30.
 Copeland, Wm Vickers, Nottingham, Lace Manufacturer. April 13. Comp. Reg April 29.
 Crawley, Wm Edwd, Poole, Ironmonger. April 23. Comp. Reg April 29.
 Critchlow, Jas, Lower Norwood, Grocer. April 16. Comp. Reg April 29.
 Daines, Isaac Chas, Boulogne-sur-Mer, France, Surveyor. April 17. Comp. Reg April 29.
 Dawson, Thos, & Hy Smith, Preston, Lancaster, Corn Merchants. April 20. Comp. Reg April 29.
 Dicken, Saml, Bedworth, Warwick, Draper. April 9. Comp. Reg April 27.
 Dobbing, Wm, North Shields, Northumberland, Clothier. April 3. Comp. Reg April 27.
 Ellis, The Rev John Jones, Hove, Sussex. April 4. Comp. Reg April 27.
 Grant, Alexander, Bellone-ter, Seven Sisters-rd, Agent. April 25. Comp. Reg April 27.
 Green, Geo, Faul-st, Finsbury, Builder. April 2. Comp. Reg April 29.
 Gregory, John, Charles-st, Frederick-st, Caledonian-rd, Commercial Clerk. April 25. Asst. Reg April 29.
 Hall, Jas, Banstead, Surrey, Builder. April 24. Asst. Reg April 29.
 Hall, Edwd, Leek, Stafford, Tailor. April 23. Asst. Reg April 27.
 Harrison, Benj, & Thos Redman, Leeds, Scribblers. April 24. Comp. Reg April 29.
 Hayward, John Price, Lpool, Corn Broker. April 25. Asst. Reg April 29.
 Holmes, Wm, Lyndhurst, Southampton, Grocer. April 3. Asst. Reg April 27.
 Hopkinson, Jas Brown, Derby, Chemist. April 3. Asst. Reg April 29.
 Thomas, Jas, Carlisle, Cumberland, Ironmonger. April 4. Asst. Reg April 30.
 James, Geo, Neyland New Town, Pembroke, Blacksmith. April 8. Comp. Reg April 26.
 Jennings, Benj, Bedlington Bank Top, Northumberland, Greengrocer. March 30. Asst. Reg April 27.
 Jones, Thos, Marold, Shrewsbury, Grocer. April 4. Asst. Reg April 29.
 Judson, Benj Bobt Glyddon, Plymouth, Devon, Chemist. April 26. Comp. Reg April 29.
 Julian, John, Wadebridge, Cornwall, Nurseryman. March 30. Asst. Reg April 27.
 Levens, Solomon, Carter-st, Cutler-st, Houndditch, Clothier. April 23. Comp. Reg April 29.
 Marsh, Fras, Glastonbury, Somerset, Cattle Dealer. April 24. Comp. Reg April 27.
 Martin, Blott, Lpool, Colour Merchant. April 15. Comp. Reg April 27.
 McGregor, Peter, Manoh, Silk Manufacturer. March 30. Asst. Reg April 27.
 Merfield, Ann, & Marey Hawken, St Blasey, Cornwall, Grocers. April 23. Asst. Reg April 26.
 Miles, John, Marlborough-cottage, Isleworth, Coal Agent. April 18. Comp. Reg April 30.
 Moore, Luke Wm, Nottingham, Shoe Manufacturer. April 5. Comp. Reg April 29.
 Nicholas, John, Newport, Monmouth, Ironfounder. April 2. Comp. Reg April 26.
 Norr, Joseph, Winkfield, Berks, Builder. April 3. Comp. Reg April 27.
 Oakes, Wm, Little Harrowden, Northampton, Manager in Ironworks. April 26. Comp. Reg April 29.
 Palmer, Jas Fyne, Welverhampton, Builder. April 6. Comp. Reg April 27.
 Parker, John, Kingston-on-Thames, Coal Merchant. March 29. Comp. Reg April 26.
 Parkinson, Hy, Camden-rd, Holloway, Accountant. April 17. Comp. Reg April 29.
 Frocter, Jas, Manch, Comm Agent. April 11. Comp. Reg April 27.
 Ralph, John, Manch, Merchant and Comm Agent. April 9. Asst. Reg April 30.
 Roberts, Robt, Manch, Stay Manufacturer. April 6. Comp. Reg April 29.
 Richardson, John Geoffrey, Manch, Bookbinder. April 25. Asst. Reg April 30.
 Savage, Saml, Trimley, Surrey, out of business. April 25. Comp. Reg April 30.
 Shipley, German Wheatcroft, Nottingham, Beer Agent. April 6. Comp. Reg April 29.
 Slater, Jas, Odham, Lancaster, Cotton Manufacturer. April 4. Asst. Reg April 26.
 Slaney, Noah, Hall-green, Stafford, Grocer. April 23. Comp. Reg April 29.
 Stringer, Wm, Coventry, Licensed Victualler. April 2. Asst. Reg April 29.
 Sumner, John, Lpool, Butcher. April 23. Comp. Reg April 29.
 Tomalin, Benj, Sandgate, Kent, Tailor. April 3. Comp. Reg April 29.
 Tupper, Fredk, Lpool, Boot and Shoe Dealer. April 18. Comp. Reg April 27.
 Walker, Chas, Neweastle-upon-Tyne, out of business. April 26. Comp. Reg April 30.
 Wall, Alfred, Bradford, York, Woolstapler. April 19. Comp. Reg April 27.
 Watkinson, Peter, Sheffield, York, Hosier. April 23. Comp. Reg April 27.

Williams, Geo, Westbromwich, Stafford, Builder. April 17. Comp. Reg April 30.
Woollett, Edwd, King-st, Deptford, Colourman. April 5. Comp. Reg April 28.

Mantrups.

FRIDAY, April 26, 1867.
To Surrender in London.

Atkins, Jas, Prisoner for Debt, Ipswich. Adj April 16. May 9 at 2.
Ayers, Geo, Prisoner for Debt, London. Adj April 18. May 13 at 11.
Barry, Thos, Prisoner for Debt, London. Adj April 18. May 9 at 2.
Blackham, Robt, Church-st, Hackney, Boot Manufacturer. Pet April 18. May 9 at 12. Daniels & Co, Fore-st.
Brookes, Chas Wm, Prisoner for Debt, Maidstone. Adj April 17. May 13 at 11.
Coates, Saml Hy, Prisoner for Debt, London. Adj April 18. May 13 at 11.
Cohen, Caroline, Lower Marsh, Lambeth, Milliner. Pet April 24. May 9 at 11. Towne, Gt Russell-st, Bloomsbury.
Cooley, John Thos, Waddesdon, Bucks, Plumber. Pet April 24. May 9 at 2. Harrison & Co, Old Jewry.
Cooper, Alfred, Hare-st, Woolwich, Corn Dealer. Pet April 24. May 9 at 11. Rooks & Co, Eastcheap.
Cullard, Ambrose, Prisoner for Debt, Maidstone. Adj April 17. May 13 at 12.
Faber, Wm, Prisoner for Debt, London. Adj April 18. May 27 at 11.
Fraser, Edmd Wm, Prisoner for Debt, London. Adj April 16. May 13 at 11.
Fryer, John, Prisoner for Debt, London. Adj April 18. May 9 at 2.
Goode, Simon, Manchester-rd, Isle of Dogs. Pet April 24. May 15 at 1. Moss, Gracechurch-st.
Goodwin, Thos, Prisoner for Debt, London. Adj April 18. May 27 at 11.
Green, Charlotte Elis, Prisoner for Debt, London. Adj April 18. May 13 at 12.
Haskins, John, Liverpool-ter, Tellington, out of business. Pet April 24. May 13 at 1. Pittman, Guildhall-chambers.
Jarvis, Wm Chas, Bristol, Share Broker. Adj April 17. May 27 at 12.
Johnstone, Andrew Douglas, Prisoner for Debt, London. Adj April 18. May 9 at 3.30.
Jordan, Thos, Red-hill, Surrey, Builder. Pet April 18. May 9 at 1. White, Dance-hall.
Leman, Alfred, Prisoner for Debt, London. Adj April 18. May 27 at 11.
Lombard, Lewis, Prisoner for Debt, Springfield. Adj April 17. May 9 at 1.
Lyall, Geo, Leadenhall-st, Comm Merchant. Pet April 18. May 15 at 1. Lawrence & Co, Old Jewry-chambers.
Mears, Patrick, Prisoner for Debt, London. Adj April 18. May 13 at 12.
Nicholson, Mary Anne, Prisoner for Debt, Maidstone. Adj April 17. May 9 at 1.
Rake, Thos Emory, Hastings, Wine Merchant's Manager. Pet April 20. May 15 at 12. Miller & Miller, Sherborne-lane.
Pasterall, Georgiana Augusta, Gt Castle-st, Regent-st, Professor of Music. Pet April 20. May 15 at 12. Dobie, Basinghall-st.
Patten, Geo, Prisoner for Debt, London. Adj April 18. May 13 at 12.
Pickering, Wm, Prisoner for Debt, London. Adj April 16. May 27 at 11.
Powell, Benj, Jun, Gt Yarmouth, Licensed Victualler. Pet April 24. May 15 at 1. Storey, King's-road, Bedford-row.
Price, Fredk John, Little Tower-st, Merchant. Pet April 24. May 9 at 1. Lawrence & Co, Old Jewry-chambers.
Rutherford, Walter, Prisoner for Debt, London. Adj April 18. May 9 at 1.
Salter, John Edwd, Prisoner for Debt, London. Adj April 18. May 13 at 12.
Sheppard, Geo Hy Vanderput, Covent-gardens, Notting-hill, Boot and Shoe Dealer. Adj April 18. May 27 at 11.
Shiers, John Wm, Prisoner for Debt, London. Adj April 18. May 13 at 12.
Simmonds, Richd Anstead, Tottenham, Hat Warehouseman. Pet April 8. May 9 at 2. Linklaters & Co, Walbrook.
Smith, Thos, Bromley-common, Kent, Beershop Keeper. Pet April 18. May 9 at 1. Kerry, Gray's-inn-sq.
Smith, Wm Shaw, Reading, Attorney. Pet April 24. May 8 at 12.
Lewis & Co, Old Jewry.
Spill, Geo, Prisoner for Debt, London. Adj April 18. May 27 at 11.
Stuart, John, Hammersmith, Photographer. Pet April 24. May 15 at 2. Pierpoint, Leicester-sq.
Townsend, Geo Frederick, Prisoner for Debt, London. Adj April 18. May 9 at 2.
Tyler, Hy, Milk-st, Cheapside, Warehouseman. Pet April 24. May 8 at 11. Drake, Beech-st.
Vassier, Alex, Oak-villas, Norwood, out of business. Pet April 24. May 9 at 2. Towne, Gt Russell-st.
Wade, Saml, White Horse-st, Ratcliffe, Baker. Pet April 18. May 9 at 1. Rigby, Coleman-st.
Williams, Wm, Prisoner for Debt, London. Adj April 18. May 9 at 2.30.
Winter, Richd, Charles-st, Hackney-rd, Clerk. Pet April 18. May 9 at 1. Merton, Barge-yd-chambers.
Morgan, Joseph, Prisoner for Debt, London. Adj April 18. May 9 at 2.30.
Wragg, Ellis, Hepworth, Suffolk, Farmer. Pet April 24. May 9 at 2. Horrex, South-sq, Gray's-inn.

To Surrender in the Country.

Allen, Walter, Canford Magna, Dorset, Baker. Pet April 23. Wimborne Minster, May 10 at 11. Moore, Wimborne Minster.
Aird, John Anderson, Heaton Norris, Stockport, Lancaster, Contractor. Pet April 23. Stockport, May 10 at 12. Howard, Stockport.
Ambler, Wm, Manoh, Attorney. Pet April 18. Manch, May 14 at 9.30. Bennett, Manch.

Andrew, Giles, Mossley, York, Cotton Spinner. Pet April 24. Manch, May 16 at 12. Sale & Co, Manch.
Archer, Jos Stanvon, Leicester, Hatter. Pet April 24. Birm, May 14 at 11. Macaulay, Leicester.
Archer, Rob, Lpool, Eating-house Keeper. Pet April 22. Lpool, May 10 at 2. Henry, Lpool.
Arrowsmith, Emmaus, Everton, Lancaster, Book-keeper. Pet April 22. Lpool, May 13 at 3. Bellringer, Lpool.
Baxley, Chas Geo, Devonport, Beershop Keeper. Pet April 22. East Stonehouse, May 8 at 11. Edmonds & Sons, Plymouth.
Bennett, Geo Wm, Coventry, Warwick, Milliner. Pet April 22. Coventry, May 7 at 10. Griffin, Coventry.
Campbell, Joseph Woodmas, South Shields, Durham, Innkeeper. Adj April 11. Newcastle-upon-Tyne, May 6 at 12. Hoyle, Newcastle-upon-Tyne.
Chester, Wm Gainsborough, Lincoln, Hotel Keeper. Pet April 13. Leeds, May 8 at 12. Simpson, Leeds.
Copland, Jas, Barnstable, Devon, Draper. Pet April 22. Barnstable, May 14 at 3. Benoraft, Barnstable.
Cox, Thos, Brighton, Sussex, Draper. Pet April 23. Brighton, May 23 at 11. Lamb, Brighton.
Cubbon, John, Textile-park, Lpool, Saddler. Pet April 18. Lpool, May 9 at 2. Risson, Lpool.
Ditchburn, Marg, Lpool, out of business. Pet April 24. Lpool, May 7 at 11. Toulmin & Carruthers, Lpool.
Ellis, Thos, Welchpool, Montgomery, Shoemaker. Pet April 22. Welchpool, May 9 at 12. Jones, Welchpool.
Fewster, John, Kingston-upon-Hull, Builder. Adj April 17. Kingston-upon-Hull, May 14 at 11.30.
Fleet, Thos, Newick, Sussex, Blacksmith. Pet April 16. Lewes, May 16 at 10. Hillman, Lewes.
Goodwin, Lorenzo, Sheffield, Labourer. Pet April 23. Sheffield, May 9 at 1. Micklethwaite, Sheffield.
Griffiths, Robt, Prisoner for Debt, Lpool. Adj April 16. Lpool, May 7 at 11.
Harvie, Thos Wm, Woodside Foundry, nr Sanderson-st, Pembroke, Iron and Brass Founder. Pet April 18. Narberth, May 8 at 10. Lascelles, Narberth.
Harvey, Maurice Thos, Freemantle, Southampton, Dentist. Pet April 23. Southampton, May 15 at 2. Guy, Southampton.
Heys, Jas, Old Trafford, Manch, General Agent. Pet April 16. Manch, May 10 at 11. Storer, Manch.
Jones, Jonathan, Posty-poy, Monmouth, Tailor. Pet April 24. Posty-poy, May 13 at 11. Edwards, Posty-poy.
Kimberley, Ebenezer, Cradley-heath, Stafford, Grocer. Pet April 24. Birm, May 8 at 12. James & Griffin, Birm.
King, Horatio David, Bath, Fancy Stationer. Pet April 24. Bristol, May 8 at 11. Pigeon, Bristol.
Land, Hy, Heigham, Norwich, Grocer. Adj April 16 (for pau). May 10 at 11. Stanley, Norwich.
Leabon, Hy Fras, Wrexham, Denbigh, Veterinary Surgeon. Pet April 23. Wrexham, May 16 at 11. Sherratt, Wrexham.
Litchfield, Jas, Lpool, Tailor. Pet April 23. Lpool, May 14 at 3. Norton, Lpool.
Lomas, Wm Davis, Hyde, Chester, Shopkeeper. Pet April 24. Hyde, May 8 at 11. Hibbert, Hyde.
Lucas, Geo Jas, Cinderford, Gloucester, Grocer. Pet April 22. Newnham, May 9 at 10. Gould, Newnham.
Marcoso, Jas, Birm, Comm Agent. Pet April 18. Birm, May 10 at 10. East, Birm.
Marshall, John, Gt Grimsby, Lincoln, Corn Merchant. Pet April 12. Leeds, May 22 at 12. Tweed, Lincoln.
Mizen, Wm, Poole, Dorset, Provision Dealer. Pet April 20. Southampton, May 15 at 12. Mackay, Southampton.
Nelson, Geo, Newton-heath, Manch, Dyer. Pet April 24. Manch, May 10 at 12. Sale & Co, Manch.
Newton, John, Derby, Silk Broker. Pet April 24. Birm, May 14 at 11. Leech, Derby.
Ord, Miles Hall, Jarrow, Durham, Joiner. Pet April 24. South Shields, May 6 at 12. Whelden, South Shields.
Pank, Thos, Southsea, Master Mariner. Pet April 18. Portsmouth, May 28 at 12. White, Portsea.
Perry, Mary, Prisoner for Debt, Brecknock. Adj April 15. Tredegar, May 11 at 1. Harris, Tredegar.
Pether, John, Prisoner for Debt, Oxford. Adj April 17. Oxford, May 11 at 10.
Pickles, John, Halifax, Mason. Pet April 23. Halifax, May 10 at 10. Jubb, Halifax.
Pickin, Wm, Brightside, nr Sheffield, Grocer. Pet April 24. Sheffield, May 9 at 1. Micklethwaite, Sheffield.
Powielesland, Saml, jun, Chudleigh, Devon, Limeburner. Pet April 18. Exeter, May 6 at 12. Froud, Exeter.
Rhodes, John, Sheffield, Cutlery Manufacturer. Pet April 24. Sheffield, May 9 at 1. Dyson, Sheffield.
Richardson, Paul, Ham, Nottingham, Shopkeeper. Pet April 24. Newark, May 6 at 12. Ashley, Newark-upon-Trent.
Rickerby, Thos, Doncaster, York, Chemist. Pet April 21. Leeds, May 15 at 12. Woodhead, Doncaster.
Roberts, Saml, Earlestown, Lancaster, Contractor's Foreman. Pet April 22. Warrington, May 23 at 11. Beumont & Co, Warrington.
Rutter, Geo, Bolton, Lancaster, Joiner. Pet April 23. Bolton, May 8 at 11. Hamwell, Bolton.
Shepherd, Hy, Prisoner for Debt, Manch. Adj April 16. Salford, May 11 at 9.30. Gardner, Manch.
Silver, Wm, Wantage, Berks, Coach Builder. Pet April 20. Wantage, May 29 at 3. Lovett, Cricklade.
Simons, Edwd, Prisoner for Debt, Warwick. Adj April 20. Birm, May 8 at 12. James & Griffin, Birm.
Smith, Richd, Chichester, Sussex, Plumber. Pet April 22. Chichester, May 8 at 12. Titchener, Chichester.
Southwell, Hy, Prisoner for Debt, Lancaster. Adj April 17. Manch, May 16 at 11.
Taylor, Edwin Alfred, Leicester, out of business. Pet April 24. Birm, May 14 at 11. Briggs, Derby.
Townsend, Phineas Chas, Newcastle-upon-Tyne, Publican. Pet April 18. Newcastle-upon-Tyne, May 6 at 12. Daglish & Stewart, Newcastle-upon-Tyne.

Turner, John, Runcorn, Chester, Carpenter. Pet Feb 12. Runcorn May 17 at 12. Day, Runcorn.
 Turner, Edw, Hereford, Fishmonger. Pet April 24. Hereford, May 25 at 10. Garrod & Meadows, Hereford.
 Wellington, Matt, St Austell, Cornwall, Butcher. Pet April 24. St Austell, May 13 at 11. Mercedith, St Austell.
 Williams, David, Dowlaia, nr Merthyr Tydfil, Glamorgan, Labourer. Pet April 22. Merthyr Tydfil, May 9 at 11. Piews, Merthyr Tydfil.
 Williams, Benj, Swansea, Glamorgan, Grocer. Pet April 15. Swansea, May 8 at 2. Morris, Swansea.

TUESDAY, April 30, 1867.

To Surrender in London.

Baker, Warden, Prisoner for Debt, London. Adj April 20. May 28 at 12.
 Bilton, Geo, Brunwick-parade, Anerley-rd, Oilman. Pet April 25. May 13 at 1. Shiers, New-inn, Strand.
 Blake, John, Prisoner for Debt, London. Adj April 20. May 28 at 12.
 Boyell, Richd, Prisoner for Debt, London. Pet April 24 (for pau). May 15 at 3. Hicks, Coleman-st.
 Burton, Wm, Walworth-rd, Surrey. Adj April 20. May 13 at 1.
 Caldwell, Joseph, West Tilbury, Essex, Hide Salesman. Pet April 27. May 27 at 1. Silvester, Gt Dover-st, Newington.
 Cheshire, John, Prisoner for Debt, London. Pet April 25 (for pau). May 13 at 2. Pittman, Guildhall-chambers, Basinghall-st.
 Childs, Joseph Linnington, Prisoner for Debt, Winchester. Adj April 18. May 13 at 1.
 Cole, Geo Hy, Edward's-ter, St George's-rd, Peckham, Woodware Manufacturer. Pet April 25. May 25 at 11. Dean & Ely, New Broad-st.
 Cotter, Jas, Princes Risborough, Bucks, Woolstapler. Pet April 25. May 13 at 2. Chilton & Co, Chancery-lane.
 Darton, John Maw, Paternoster row, Bookseller. Pet April 26. May 13 at 2. Lawrence & Co, Old Jewry-chambers.
 Davis, Richd, Prisoner for Debt, London. Adj April 20. May 13 at 1.
 Dickson, Saml Auchmuty, Prisoner for Debt, London. Adj April 20. May 28 at 12.
 Farlar, Wm, Prisoner for Debt, London. Adj April 18. May 13 at 12.
 Fildgen, Jas, Cross-st, Wenlock-rd, Shoreditch, Carman. Pet April 29. May 28 at 2. Bredon, London-wall.
 Freeman, Fredk, Hemel Hempstead, Hertford, Cheseomonger. Pet April 26. May 27 at 1. Alderton, Connaught-rd, Edgware-rd.
 Groves, Geo, Prisoner for Debt, London. Pet April 25 (for pau). May 25 at 12. Parkes, Beaufort-bldg, Strand.
 Hawes, Hy, Prisoner for Debt, London. Adj April 20. May 27 at 12.
 Herbert, Edwd Ferham, Hill-st, Walworth, no business. Pet April 25. May 15 at 2. Davis, Harp-lane.
 Kerry, Wm Thos, Prisoner for Debt, London. Pet April 27 (for pau). May 15 at 11. Gosly, Bow-street.
 Marriott, Geo, Market-st-mews, May-fair, out of business. Adj April 25. May 28 at 11. Letts, Huntingdon-st, Barnsbury.
 McLaren, David Seobie, Prisoner for Debt, London. Adj April 20. May 28 at 12.
 Pickard, Rosina Matilda, Prisoner for Debt, London. Pet April 24. May 13 at 11. Lindus, Chapside.
 Plimsoll, Sarah, Prisoner for Debt. Adj April 18. May 27 at 12.
 Polley, Geo, Robinhood-lane, Poplar, Dairyman. Pet April 27. May 28 at 1. Marshall, Fenchurch-st.
 Pott, Thos, Chapel-st, Curtain-road, Shoreditch, Cabinet Manufacturer. Pet April 25. May 28 at 11. Hicks, Coleman-st.
 Roberts, John Arthur Jefferson, Manca, Cambridge, Clerk in Holy Orders. Pet April 27. May 13 at 2. Vipan, St Ives.
 Slack, John Rt, Approach-rd, Victoria-park, Journeyman Baker. Pet April 25. May 13 at 2. Dobie, Basinghall-st.
 Stacey, John, Prisoner for Debt, London. Adj April 20. May 27 at 12.
 Stacey, Edwd, Silver-st, Edmonton, Omnibus Driver. Pet April 26. May 27 at 12. Hammond, Fursia's-inn.
 Stillwell, Rt, Prisoner for Debt, London. Pet April 27 (for pau). May 28 at 1. Dobie, Basinghall-st.
 Tadgell, Wm, Park-ter, Cavendish-rd, Batham, Builder. Pet April 27. May 13 at 2. Howard, Quality-court.
 Trail, Wm, Commission Merchant, Prisoner for Debt, London. Pet April 27. May 28 at 1. Dobie, Basinghall-st.
 Woodman, Chas, Prisoner for Debt, London. Adj April 20. May 20 at 12.

To Surrender in the Country.

Abbott, Wm, Chesterfield, Derby, General Dealer. Pet April 5 (for pau). Derby, May 10 at 12. Briggs, Derby.
 Barber, Rd, Norwich, out of business. Pet April 26. Norwich, May 13 at 11. Emerson, Norwich.
 Briggs, Joseph, Prisoner for Debt, Lancaster. Adj April 17. Manchester, May 16 at 11.
 Burnicle, Joseph, Middlesborough, York, Joiner. Pet April 23. Stockton-on-Tees, May 8 at 11. Bainbridge, Middlesborough.
 Conrteen, Hy, Gloucester, Brewer's Foreman. Pet April 25. Bristol, May 10 at 11. Wilkes, Gloucester.
 Darrail, John, Birm, out of business. Pet April 26. Birm, May 10 at 10. Duke, Birm.
 Davies, David, Macesteg, Glamorgan, Cordwainer. Pet April 26. Bridgend, May 8 at 12. Stockwood, Bridgend.
 Davies, Alf, Hereford, Cabinet Maker. Pet April 25. Birm, May 15 at 12. Garrold, Hereford.
 Davis, Edmund, Glastonbury, Glove Manufacturer. Pet April 26. Wells, May 13 at 11. Hobbs & Seal, Wells.
 Dreaper, Thos Max, Egremont, Chester, Accountant's Clerk. Pet April 24. Birkenhead, May 11 at 10. Barker.
 Falkingbridge, Joseph, South Stockton, York, Beerhouse Keeper. Pet April 24. Leeds, May 16 at 11. Dobson, Middlesborough.
 Fletcher, Wm, Market Drayton, Salop, Mailster. Pet April 27. Birm, May 15 at 12. Pearson, Market Drayton.
 Grady, Thos, Frankwell, Salop, Carpenter. Pet April 23. Shrewsbury, May 13 at 11. Chandler, Shrewsbury.
 Harrison, Joseph, Burslem, Stafford, Potter. Pet April 27. Hanley, May 16 at 11. Tomkinson, Burslem.

Harris, John, jun, Buckfastleigh, Devon, Timber Merchant. Pet April 19. Totnes, May 11 at 12. Windent, Totnes.
 Harley, Wm, Aust, Overton, Lancaster, Innkeeper. Pet April 25. Lancaster, May 10 at 12. Johnson & Tilly, Lancaster.
 Henderson, John Jas, North Shields, Northumberland, Innkeeper. Pet April 25. North Shields, May 15 at 10. Lowrey, North Shields.
 Hewitt, Benj, Derby, Meat Salesman. Pet April 12. Derby, May 10 at 12. Briggs, Derby.
 Hickling, Wm, Prisoner for Debt, Nottingham. Adj April 16. Birm, May 14 at 11. Maples, Nottingham.
 High, Edmund, South Creak, Norfolk, Licensed Victualler. April 25. Little Walsingham, May 16 at 3. Garwood, jun, Wells.
 Hirst, Godfrey Bingley, Eilesmere, Salop, Land Surveyor. Pet April 25. Oswestry, May 11 at 11. Pritchard, Eilesmere.
 Hogan, John Morris, Leamington Priors, Warwick, Professor of Music. Pet April 17. Warwick, May 11 at 11. Overell, Leamington Priors.
 Hull, Edwd, Prisoner for Debt, Walton. Adj April 18. Lpool, May 16 at 11.
 Ivison, Joseph, Barrow-in-Furness, Lancaster, Draper. Pet April 24. Manx, May 13 at 11. Bockes & Rylance, Manx.
 Jackson, Wm, Bucknall, Stafford, Potter. Pet April 24. Hanley, May 18 at 11. Sutton, Burslem.
 Jones, Elias, Newport, Monmouth, Ship Chandler. Pet April 25. Bristol, May 10 at 11. Beekingham, Bristol.
 Jones, Samuel, Mostyn, Flint, Labourer. Pet April 25. Holywell, May 14 at 11. Davies, Holywell.
 Jones, Boyce, Gloucester, Innkeeper. Pet April 26. Gloucester, May 15 at 12. Cooke, Gloucester.
 Kedward, Wm, Kingston, Hereford, Butcher. Pet April 26. Hereford, May 25 at 12. Garrold & Meadows.
 Kendrick, Hy, King's Norton, Worcester, Farm Bailiff. Pet April 25. Birm, May 10 at 10. Francis, Birm.
 Kershaw, Jas, Rochdale, Woolen Carder. Pet April 26. Rochdale, May 14 at 11. Whitehead, Rochdale.
 Lane, Danl, Birm, out of business. Pet April 2. Birm, May 10 at 10. East, Birm.
 Langham, Wm, Prisoner for Debt, Nottingham. Adj April 16. Nottingham, May 14 at 11. Maples, Nottingham.
 Lander, Edwin, Birm, out of business. Pet April 25. Birm, May 15 at 12. Reece & Harris, Birm.
 Melhuish, Joshua, Knowstone, Devon, Farmer. Pet April 29. Exeter, May 10 at 12. Riccards & Son, Southmolton.
 Nixon, David Edgar, Carlisle, Cumberland, Provision Dealer. Pet April 25. Carlisle, May 13 at 11. Ostell, Carlisle.
 Palmer, Wm, St Budeaux, Devon, Licensed Victualler. Pet April 26. East Stonehouse, May 10 at 11. Edmonds & Sons, Plymouth.
 Peake, John, Hanley, out of business. Pet April 27. Hanley, May 18 at 11. Tennant, Hanley.
 Powlesland, Saml, sen, Prisoner for Debt, Exeter. Pet April 27. Exeter, May 10 at 12. Flood, Exeter.
 Pudge, Walter, Reading, Bath Chairman. Pet April 23. Reading, May 11 at 11. Smith, Reading.
 Redding, Thos, Bromyard, Hereford, Victualler. Pet April 22. Bromyard, May 16 at 12. Badham, Bromyard.
 Rees, Edwd, Machynlleth, Montgomery, Druggist. Pet April 26. Lpool, May 16 at 12. Best, Lpool.
 Rosewarne, John, Derby, Printer. Pet April 13 (for pau). Derby, May 10 at 12. Briggs, Derby.
 Samuel, Bernard, Prisoner for Debt, Walton. Adj April 16. Lpool, May 13 at 11.
 Sandford, Thos, Prisoner for Debt, Exeter. Adj March 15. Exeter, May 13 at 12.
 Taylor, Mary Elis, Prisoner for Debt, Lancaster. Adj April 17. Manx, May 14 at 9.30. Jones, Manx.
 Taylor, Wm, Tynemouth, Northumberland, Joiner. Pet April 24. Newcastle-upon-Tyne, May 10 at 12. Hoyle & Co, Newcastle-upon-Tyne.
 Thomas, John, Stourport, Worcester, Greengrocer. Pet April 26. Kidderminster, May 13 at 11. Crowther, Kidderminster.
 Thornton, Benj, Prisoner for Debt, Leicester. Pet April 16. Birm, May 10 at 12. Southall & Nelson, Birm.
 Thompson, Geo Nicholas Wm Tuan, Derby, Wool Factor. Pet April 5 (for pau). Derby, May 10 at 12. Briggs, Derby.
 Tohill, Ellis, Prisoner for Debt, Manx. Adj April 16. Manx, May 10 at 11.
 Vizard, Wm, Cheltenham, Gloucester, out of business. Pet April 24. Cheltenham, May 14 at 11. Skipper, Cheltenham.
 Watson, Saml, Blackburn, Lancaster, Wheelwright. Pet April 23. Blackburn, May 13 at 1. Smith, Blackburn.
 Wells, Hy, Prisoner for Debt, Nottingham. Adj April 16. Nottingham, May 14 at 11. Maples, Nottingham.
 Welsby, Maria, Bolton, Lancaster, Widow. Pet April 26. Bolton, May 14 at 10. Hanwell, Bolton.
 Wilcock, Walter, Weston-under-Edge, Gloucester, Brush Maker. Pet April 24. Dursley, May 13 at 11. Clatterbuck, Stroud.
 Williams, Owen, Rhdyryn, Anglesey, Tailor. Adj April 13. Llangefni, May 16 at 11. Griffith, Holyhead.
 Wilbourn, John, Leicester, Builder. Pet April 25. Birm, May 14 at 11. Macaulay, Leicester.
 Wilson, Robt Elliott, Derby, Brewer's Clerk. Pet April 18. Derby, May 10 at 12. Belk, Nottingham.
 Young, Richd, Kingston-upon-Hull, Policeman. Pet April 23. Kingston-upon-Hull, May 14 at 12. Bailes, Boston.

BANKRUPTCIES ANNULLED.

FRIDAY, April 26, 1867.

Bonner, Robt, Brighton, Plumber. April 18.
 Monday, John, Blagrove Farm, Milverton, Somerset, Farmer. April 15.

TUESDAY, April 30, 1867.

Stern, Edwd, Threadneedle-st, Ship Broker. April 17.
 Stowell, John Thos, Gloucester-grove, Old Brompton, out of employment. April 25.
 Brooks, Chas, Bolton, Lancaster, Butcher. April 25.

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Date.....

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Amount required £

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Security (state shortly the particulars of security, and, if land or building, state the net annual income)

State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.

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New Assurances for a total sum of £1,518,181, and yielding £50,497 in Annual Premiums, has been effected, of which sums the former exceeded by £31,811, and the latter by £2,392, the corresponding items of any previous period; that

The Income had increased from £195,400 to £215,327 per annum; and that

The Assurance Fund, after payment of £35,303 on account of Bonus at the last Division, had risen from £1,432,191 to £1,619,539.

2.—As to the financial position of the Society.

That the Assets on the 30th June, 1866, were...£1,619,539 14 8

And the Liabilities on the same date...1,343,798 19 2

Leaving a surplus of...£275,830 16 6

and that, after setting aside £50,000 as a special reserve fund,

The Available Profit was £225,930 15s. 6d., of which sum £225,000 was recommended for division.

3.—As to the Results of the Division.

That the portion of this sum of £225,000—viz., five-sixths, or £187,500—which fell to the Assured, would yield a

Reversionary addition to the Policies of £272,682, averaging 45 per Cent., or varying, with the different ages, from 32 to 85 per Cent. on the premiums paid since the last division; and that the Cash Bonus, which is the exact equivalent of such reversionary Bonus, would average 26 per Cent. of the like premiums.

The Report explained at length the nature of the Investments and the bases of the calculations, the results of which, as above shown, are eminently favourable.

The next Division of Profits will take place in January, 1872, and Persons who effect New Policies before the end of June next will be entitled at that division to one year's additional share of Profits over later Assurers.

Prospectuses, Forms of Proposal, the Report above mentioned, and a detailed account of the proceedings of the Bonus meeting, can be obtained from any of the Society's Agents; or of

GEORGE CUTCLIFFE, Actuary and Secretary,

13, St. James's-square, London, S.W.

COMMISSION.

10 per Cent. on the First Premium, and 5 per Cent. on Renewals, is allowed to Solicitors. The Commission will be continued to the person introducing the Assurance, without reference to the channel through which the Premiums may be paid.

UNIVERSITY LIFE ASSURANCE SOCIETY.

—Extension to Foundation Schools.—Additions in 1865 at the rate of 14 per cent. per annum.

CHARLES McCABE, Sec.

24, Suffolk-street, London, S.W.

COUNTY FIRE OFFICE, No. 50, REGENT-STREET, and No. 14, CORNHILL, LONDON.

ESTABLISHED 1805.

CAPITAL, £700,000.

Returns paid to Insured, £297,233. Claims paid since the Establishment of the Office, £1,348,975.

The Hon. Arthur Kinnaird, M.P.

Sir Richard D. King, Bart.

Sir G. E. Welby Gregory, Bart.

Samuel Veasey, Esq.

Henry B. Churchill, Esq.

Richard Dawson, Esq.

The Rev. Humphrey W. Sibthorp.

Frederick Squire, Esq.

Esq., &c., &c.

MANAGING DIRECTOR.—John A. Beaumont, Esq.

The Rates of Premium charged by the County Fire Office are upon the lowest scale consistent with security to the Insured.

All Losses are settled with promptitude and liberality.

When a Policy has existed Seven Years, a Return of 25 per cent. on one-fourth of the Premiums paid, is declared upon such Policies.

The Return thus paid at the present time amount to £297,243.

The following Table contains the Names of some of the Policy Holders who have participated in these Returns:—

Policy No.	Name and Residence of Insured.	Bonus.
		£ s. d.
138,142	W. F. Riley, Esq.	464 1 0
156,308	Messrs. Broadwood, Golden-square	169 7 9
114,163	W. T. Copeland, Esq., New Bond-street	83 3 6
156,784	Major-General Vyse, Stoke-place, Slough	70 14 10
143,872	Peter Thompson, Esq., Frith-street, Soho	63 9 1
99,318	Sir James J. Hamilton, Bart., Portman-square	63 0 0
139,634	John Amer, Esq., New Bond-street	56 14 0
69,699	Lady Jane Rodd, Wimpole-street	47 0 6
297,954	The Rt. Hon. Earl Howe, Gosnell Hall, Leicestershire	40 15 0
49,024	The Rev. C. Barter, Sarsden, Oxon	39 5 3
350,497	J. H. Hamilton, Esq. M.P., Abbotstown, Dublin	29 17 4
81,118	Edward Thornton, Esq., Princes-street, Hanover-square	28 14 0

CHARLES STEVENS, Secretary.

COMMISSION.—The usual Commission of 5 per cent. upon New Policies and Renewals, is allowed to Solicitors and other Professional Gentlemen introducing business to the County Fire Office.

EQUITABLE REVERSIONARY INTEREST SOCIETY, 10, LANCASTER-PLACE, STRAND.

Established 1835. Capital £500,000.

DIRECTORS.

Daniel Smith Bockett, Esq.

Major C. L. Bollean.

Lieut.-Colonel Chase.

William Henry Cole, Esq.

Thomas Curtis, Esq.

Francis Bennett Goldney, Esq.

Chas. Richard Harford, jun., Esq.

Henry Pigeon, Esq.

Henry Roberts, Esq.

George Roots, Esq.

Auditors—Charles Armstrong, Esq.; William Richard Bingley, Esq.;

Alfred Langdale, Esq.

Solicitors—Messrs. Clayton & Sons.

Bankers—Messrs. Coutts & Co.

Actuary—F. Hendrika, Esq.

This Society purchases reversionary property, life interests, and life policies of assurance, and grants loans on these securities.

Forms of proposal may be obtained at the office.

F. S. CLAYTON, } Joint

C. H. CLAYTON, } Secretaries.

THE LIVERPOOL AND LONDON AND GLOBE INSURANCE COMPANY.

Offices—1, Dale-street, Liverpool; 20 and 21, Foultry, 7, Cornhill, and Charing Cross, London.

The Invested Funds now amount to £2,354,334. The Fire Revenue to £918,065, and that of the Life to £264,397. The moderate rates of premium, with a guaranteed fixed Bonus for the Life Policies of this Company, and their value as Special Securities to third parties, render them particularly advantageous. Whole world leave is granted on reasonable terms, and claims are paid thirty days after admission.

JOHN ATKINS, Resident Secretary.

ANNUITIES AND REVERSIONS.

LAW REVERSIONARY INTEREST SOCIETY.

68, Chancery-lane London.

CHAIRMAN—The Right Hon. Russell Gurney, Q.C., M.P., Recorder of London.

DEPUTY-CHAIRMAN—Sir W. J. Alexander, Bart., Q.C.

Reversions and Life Interests purchased. Immediate and Deferred Annuities granted in exchange for Reversionary and Contingent Interests.

Loans may also be obtained on the security of Reversions.

Annuities, immediate, Deferred, and Contingent, and also Endowments granted on favourable terms.

Prospectuses and Forms of Proposal, and all further information, may be had at the office.

C. B. CLABON, Sec.

THE GENERAL REVERSIONARY AND INVESTMENT COMPANY, Office, 5, Whitehall, London, S.W.

Established 1826. Further empowered by special Act of Parliament 14 and 15 Vict., cap. 130. Capital £200,000.

The business of this Company consists in the purchase of, or loans upon, reversionary interests, vested or contingent, in landed or funded property, or securities; also life interests in possession, as well as in expectation; and policies of assurance upon lives.

Prospectuses and forms of proposals may be obtained from the Secretary, to whom all communications should be addressed.

WM. BARWICK HODGE, Actuary and Secretary.

FOUNDED 1836.

Legal and General Life Assurance Society,

10, FLEET STREET, LONDON, E.C.

Trustees.

THE RIGHT HON. THE LORD CAIRNS, Lord Justice.
THE RIGHT HON. SIR W. BOVILL, Lord Chief Justice, C.P.
THE RIGHT HON. SIR EDWARD VAUGHAN WILLIAMS.
THE HON. SIR WILLIAM PAGE WOOD, Vice Chancellor.

THE HON. SIR GEORGE ROSE.
EDWARD SMITH BIGGS, Esq.
THOMAS WEBB GREENE, Esq., Q.C.
JOHN OSBORNE, Esq., Q.C.

ROBERT BAYLY FOLLETT, Esq., Taxing Master in Chancery.

Directors.

AUSTIN, CHARLES, Esq., Q.C.
BAOIN, JAMES, Esq., Q.C.
BRAYBON, JAMES, Esq.
BROOK, EDWARD SMITH, Esq.
BROOK, JOHN HENRY, Esq.
BROOKER, FRANCIS, Esq.
CHICHESTER, J. H. E., Esq.
COOKSON, W. STRICKLAND, Esq.

DUGMORE, WILLIAM, Esq., Q.C.
FOLLETT, ROBERT BAYLY, Esq.,
Taxing Master in Chancery.
FRERE, DANIEL JOHN LAURIE, Esq.
GOULDSMAN, MR. SERJEANT,
Commissioner in Bankruptcy.
GREENE, T. WEBB, Esq., Q.C.
KENDALL, JOHN, Esq.
LAMB, GEORGE, Esq.

LEWAN, JAMES, Esq.
OSBORNE, JOHN, Esq., Q.C.
PARKER, R. LEIGH, Esq.
RIDDLE, Sir W. BUCHANAN, Bart.
ROSE, The Hon. Sir GEORGE.
SCADDING, EDWIN WARD, Esq.
SMITH, The Hon. Mr. JUSTICE MONTAGUE.
SMITH, MICHAEL, Esq.
TILSON, THOMAS, Esq.

SOLICITORS.—Messrs. DONVILLS, LAWRENCE, & GRAHAM.

BONUS DIVISION, 31st DECEMBER, 1866.

At an Extraordinary General Meeting, held on the 12th March, 1867, a divisible surplus was declared for the five years up to the 31st December, 1866, of £170,000.

Nine-tenths of this surplus were allotted to the Assured, equivalent to a total Reversionary Bonus of £226,000.

2,986 policies, assuring £3,607,000 inclusive of previous bonus, will participate in the allotment.

It was explained that the valuation, giving this favourable result, had been conducted on most rigid principles; that the net Premiums alone being taken into account, were valued on the supposition of 3 per cent. interest only, by a table allowing for a mortality one-fifth greater than that of the Carlisle table; also that the assets were taken at their official quotations on the 31st December last.

The financial position of the Society on the 1st January, 1867, was as follows:—

Existing Assurances	£1,598,000
Reversionary Bonus thereon	539,000
Annual Income	175,000
Invested Funds	7,414,595
Share Capital fully subscribed	1,000,000
Assurance Claims, and Bonus paid	1,453,000

The New Premiums received in 1866, were £10,019, being an increase of £3,000 over those of 1865. The corresponding sums assured showed an increase of £100,000.

In addition to the security of very ample funds, and the further guarantee of a fully subscribed Capital of £1,000,000, the Legal and General offers the following advantages:—

Participation in nine-tenths of the total profits.

An Annual Prospective Bonus, at the same rate as the actual Bonus then allotted, is also, at each division, set aside out of realised profits, for Policies becoming claims before the next division.

Very moderate Non-Bonus Premiums, as recently considerably reduced.

A liberal system of "Whole World" Policies and other peculiar facilities.

Conditions specially framed to secure to a Policy, when once issued, absolute freedom from all liability to future question.

Loans are granted on Life Interests or Reversions.

No. 10, Fleet-street, London.

E. A. NEWTON, Actuary and Manager.

TWENTY THOUSAND POUNDS to be advanced

on application, in sums of £100 and upwards by the

PLANET PERMANENT BUILDING AND INVESTMENT SOCIETY.

Upon mortgage of House Property situate in any part of the United Kingdom.

Monthly Repayments, including principal and interest, for each £100 advanced (less a small premium):—

6 years.	8 years.	10 years.	12 years.	14 years.
£ s. d. 1 13 2	£ s. d. 1 6 2	£ s. d. 1 1 10	£ s. d. 0 19 2	£ s. d. 0 17 0

Redemption at any time by payment of balance of principal due.

Established by Act of Parliament nineteen years.

Annual business exceeds £200,000.

EDMUND W. RICHARDSON, Secretary.

Offices, 39, City-road, London.

THE MERSEY DOCKS & HARBOUR BOARD

herby give Notice, that they are willing to receive LOANS of MONEY on the Security of their Bonds, at the rate of Four Pounds Ten Shillings per Centum, per Annum, interest, for periods of Three, Five, or Seven Years.

Interest Warrants for the whole term, payable half-yearly at the Bankers of the Board in Liverpool, or in London, will be issued with each bond. Communications to be addressed to GEORGE J. JEFFERSON, Esq., Treasurer, Dock-office, Liverpool.

By order of the Board.

JOHN HARRISON, Secretary.

Dock Office, Liverpool, May 2nd, 1867.

MESSRS. HOOPER & SON beg to announce that after this date great and most important Reductions will be made in their Charges for Copying and Engraving, effecting in some cases a saving of one-fourth, and in others as much as one-third.

The New Scale will be—Engravings, round-hand on Parchment, or Paper, Copies at full length, and attested Copies (except Parliamentary and expedition work) 1½d. per folio. As most of this has hitherto been charged 2d. per folio there will be a saving of one-fourth. Abstracts, Bills of Costs, Briefs, and all other documents (except as above), 1d. per folio. The charge for this work has been 1½d. per folio, the saving will be one-third.

The terms on which custom is solicited are—Cash in advance for Stamps; and, as regards the writing, Cash if required on delivery, but, as a rule the general account will only be sent in once a month.

45, Fleet-street, 5th January, 1867

PHILLIPS & COMPANY'S TEAS ARE BEST AND CHEAPEST. STRONG TO FINE BLACK TEA, 1s. 6d., 2s., 2s. 6d., 3s., 3s. 6d. Most Delicious Black Tea is now only 3s. 6d. per pound. Pure, Rich, Rare, Choice Coffee, 1s. 4d., 1s. 6d., 1s. 8d. PHILLIPS & CO., Tea Merchants, 8, King William-street, City, London, E.C.

A price current free. Sugars at market prices.

PHILLIPS & CO. send all goods Carriage Free within eight miles of No. 8, King William-street; 40s. worth Carriage Free to any Railway Station or Market Town in England. Phillips & Co. have no agents, nor any connexion with any house in Worcester or Swansea.

TO SOLICITORS, &c., requiring DEED BOXES,

will find the best-made article lower than any other house. Lists of Prices and sizes may be had gratis or sent post free.

RICHARD & JOHN SLACK, 336, Strand, opposite Somerset House. Established nearly 30 years. Orders above £1 sent carriage free.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.
No. 119, CHANCERY LANE, FLEET STREET.

HENRY GREEN (many years with the late George Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Parliamentary notices specially considered.

TO SOLICITORS.—OFFICE FOR PATENTS,
1, SERLE-STREET, LINCOLN'S-INN, W.C.

Messrs. DAVIES & HOWE procure British and Foreign Patents, &c., at most moderate charges, and to solicitors at agency rates.

Solicitors and intending Patentees should obtain their "Handbook for Inventors," gratis on application or by letter.

WHAT IS YOUR CREST AND MOTTO?—

Send name and county to CULLETON'S Heraldic Office, with 3s. 6d. for plain sketch; in heraldic colours, 6s. The arms of man and wife blended. The proper colours for servants' livery. Family pedigrees traced. CULLETON'S book of family crests and mottoes, 4,000 engravings, printed in colours, £10 10s. The Manual of Heraldry, 400 engravings, 3s. 6d.; crest engraved on seals, rings, and dies, 7s. 6d.; book plate engraved with arms, 21s.—T. CULLETON, Genealogist, 25, Cranbourne-street, corner of St. Martin's-lane.

CULLETON'S EMBOSSED PRESSES, 21s., for Stamping Paper with Crest, Monogram, or Address. Anyone can use them.—25, Cranbourne-street.

BOOK-PLATES Engraved with Arms and Crest, 21s. Livery-button Dies, 2 gs. Crest on silver spoons or forks, 5s. per dozen; Crest on seals or steel dies, 7s. 6d. Desk seals with engraved crest or monogram, 12s.—T. CULLETON, 25, Cranbourne-street.

5 QUIRE OF PAPER, 3s., Stamped with Monogram;

100 Envelopes, 1s. 6d. No charge for engraving Steel Die with Monogram, Crest, or Address, if an order be given for a Beam of very best paper and 500 Envelopes, all Stamped, for 21s., or P.O. order. Monograms designed, 1s.—25, Cranbourne-street.

CULLETON'S VISITING CARD.—A copper-plate engraved and 50 superfine Cards printed for 2s.; post-free, 2s. 3d.—25, Cranbourne-street.

CULLETON'S PLATES for MARKING LINEN.

The most permanent way of marking Linen with Crest, Monogram, or Name. Anyone can use them. Initial Plate, 1s.; Name Plate, 2s. 6d.; Set of Movable Numbers, 2s. 6d.; Crest, 5s.; with directions, post-free for cash or stamps. By T. CULLETON, Seal Engraver to her Majesty and Disinker to the Board of Trade, 25, Cranbourne-street (corner of St. Martin's-lane), W.C.

THE GENERAL LAND DRAINAGE AND IMPROVEMENT COMPANY.

Works of Drainage of any extent, Irrigation, Enclosing, Wood Grubbing, Roadmaking, Farm Houses, Farm Buildings, and Labourers' Cottages, are executed on all descriptions of property, whether freehold, entailed, mortgaged, trust, ecclesiastical, corporate, or collegiate, or loans granted for the purpose to landowners who desire to execute the works by their own agents and with their own plans.

The whole of the outlay in the works, with all official expenses, may be charged on the estate for a term of years to be fixed by the landowners, to meet the circumstances of tenants.

No investigation of title being required, no legal expenses are incurred. Applications to be made to Mr. Horace Broke, the Secretary, at the offices of the Company, 22, Whitehall-place, London, S.W.

RESIDENTIAL PROPERTIES, Investments, and

Building Land.—Messrs. DOWSETT & CHATELL'S PRINTED LIST contains particulars of some desirable RESIDENTIAL PROPERTIES, ranging from the small villa with its garden to the mansion with its park and lands; also secure investments in ground rents, farms, and house properties; also eligible building land, from a small plot to several acres. All properties particularised in this list have been personally inspected by Messrs. Dowsett & Chattehl, and great care has been taken to give faithful descriptions. It may be obtained gratis on personal application, or by post for one stamp, at the estates offices, No. 29a, Lincoln's-inn-fields, London.

Kingsland-road and Stepney.

MESSRS. C. C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, MAY 9, at ONE for TWO, a corner Beerhouse, known as the Royal Alfred, 267, Kingsland-road, let on lease for 37½ years at Christmas last, at £55 per annum; term 40 years, ground-rent £10 per annum. An eligible House and Shop, No. 285, Kingsland-road, let on lease at £30 per annum; term 40 years, ground-rent £5 14s. per annum. Four Dwelling Houses, Nos. 22, 23, 24, and 25, Cologne-street, York-road, Mile-end Old Town, let at £72 11s. per annum; term 99 years, ground-rent £15.

Particulars of
W. H. SWEETSON, Esq., Solicitor, Guardians' Offices, York-street West, Commercial-road, E.;
Messrs. SHAW & FRASER, Solicitors, 8, Farnival-inn, W.C.;
at the Mart; and at the Auctioneers' Offices, 144, Mile-end-road, E.

Bow, near the Railway Station; Whitechapel; Bromley; Stepney.—Valuable Leasehold, for occupation or investment.

MESSRS. C. C. and T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, MAY 9, at ONE, a very substantially-built and desirable detached Cottage Residence, with noble drawing room, dining and breakfast rooms, five bed chambers, dressing room, bath room, two water-closets, capital domestic offices, conservatory, greenhouse, and well-stocked garden; in occupation of W. Meredith, Esq., and distinguished as The Ferns, situate in the Bow-road; held for 44 years unexpired at a ground rent of £34 per annum; Five Houses and Shops, in Middlesex-street; also Dwelling-house, Warehouse, Slaughter-house, Stables, &c., in Cobb's-yard and court, Fisher's-alley, Cox's-square, Montague-street, and Short-street, all adjacent, and producing about £10 18s. per annum, held at moderate ground-rents: Two Dwelling Houses, 13 and 14, Lefevre-road, Old-ford, let at £46 per annum; term 98 years; ground rent, £8 5s. Also Two six-roomed Houses, 30 and 31, Ann's-terrace, Brunswick-road, Bromley, let at £33; term 60 years; ground rent £7 10s.; two six-roomed Houses, 3 and 4, Desert-street, St. Leonard's-road; let at £45 10s.; term 73 years; ground rent £5 10s. And a similar House, No. 29, Desert-street, let at £33 8s.; term 71 years; ground rent £3. A six-roomed Dwelling House, with wash-house, garden, &c., No. 63, King-street, Stepney, rental £25; term 42 years; ground rent £4. And a Leasehold House and Shop, 57, Charlotte-street, Whitechapel, rental £36; term £21 years; ground rent £3 3s. May be viewed, and Particulars had of the following Solicitors:—

Messrs. MORRIS, STONE, TOWNSON, & MORRIS, Moorgate street-chambers, E.C.;
Messrs. SMITH & SON, 1, Farnival's-inn, E.C.;
Messrs. BROWN & GOODWIN, 21, Finsbury-place North, E.C.;
W. CARPENTER, Esq., 10, Coleman street;
at the Mart; and at the Auctioneers' Offices, 144, Mile-end-road, E.

Whitechapel, Shoreditch, City of London, Mile End, St. George's East Rotherhithe, Limehouse, and Stratford, (by order of the Executor, of Mr. John Weeks, deceased, and others), and giving Votes for Middlesex.

MESSRS. C. C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, MAY 9, at ONE a FREEHOLD GROUND-RENT of £27, secured on six dwelling-houses in New-court, Whitechapel; also Two Freehold Houses, 16 and 17, Vincent-street, Shoreditch; let at £36 8s. per annum. Two Freehold Houses, 4 and 5, Grove-street, Mile-end, let at £39; a Freehold house and Shop, 31, Cannon-street, St. George's East; let at £30, on lease; a Freehold House and Shop, with large garden, 59, Paradise-st., Rotherhithe, let at £24; a Land-tax or Fee Farm Rent of £3 9s. 4d., secured upon No. 140, Aldersgate-street; an eight roomed House, with garden, &c., No. 6, Trinity-terrace, Mile-end; term 70 years, ground-rent, £3 18s.; a House and Shop, 3, Salmon's-lane, Limehouse; rental £25, term 82 years, ground-rent £4 4s.; a Leasehold Residence, 25, Upton-place, Stratford; term 930 years, ground-rent £5 per annum; leased for a term of 13 years unexpired, at a moderate rental. Two brick-built freehold five-roomed dwelling-houses, 45 and 75, West-street, Devonshire-street, let at rents amounting to £32 10.

Particulars of the following Solicitors.
Messrs. THOMAS & HOLLAMS, Commercial Sale-rooms, Mincing-lane, E.C.
Messrs. CHAMPION & JUTSUM, 70, Whitechapel, E.
S. PRENTICE, Esq., 228, Whitechapel-rd, E.

Mile-end, Batches, and St. George's East, Bow-road, Old Ford, and Bethnal-green, Mile-end, and Stepney (by order of the administrators of Mr. Wm. Barr, deceased, and others).

MESSRS. C. C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, MAY 21, at ONE, in Five Lots, two six-roomed HOUSES on the Mercers' Estate, being 14, Jubilee-street, and 55, Belgrave street, rentals £21 and £22 each; a corner Dwelling-house, No. 4, William-street, New-road, rental £18; a House and Shop, No. 50, Sutton-street (formerly Church-road), Commercial-road, rental £20; and a Dwelling-house, with forecourt in rear; 14, China-place, Back-road, rental £30, tenant paying taxes. Terms 20 to 24 years, at moderate and low ground-rents.

Seventeen well finished, seven-roomed FREEHOLD DWELLING HOUSES, situate in British-street, Bow-road, let at £26 each, tenants paying taxes; also a corner Beerhouse, 9, Rowell-street, Old Ford-road, let on lease at £30; term, 97 years; ground-rent, £1; and a Capital Ale and Stout House, known as the Eagle, corner of Bath-street, Coventry-street, Bethnal-green, let on repairing lease.

Seven six-roomed DWELLING-HOUSES, in Salmon-street, South-grove, Mile-end; annual rental, £163 16s.; term, 80 years; ground-rent, £4 each; also a dwelling-house with gateway entrance, stable workshop, yard, &c., 23, Briery-street, Globe-road; term, 55 years ground-rent, £6 10s.; and a House and Shop, No. 3, Green-street, Bethnal-green; rental, £46 10s.; term, 90 years unexpired.

THREE COPYHOLD DWELLING-HOUSES, 6, and 7, Perriewinkle-street, near the King's-arm, Commercial-road, let at £32 10s., fine certain 10s., quit rent 2d. per annum.

Particulars of the following Solicitors,
JOHN FENDERGAST, Esq., 87, Colet-place, Commercial-road, E.;
Messrs. LEWIS & SON, 7, Wilmington-square, Clerkenwell, E.C.;
T. W. RATCLIFF, Esq., White Horse-street, Stepney;
JOHN PROCKTER, Esq., 1, Princes-street, Spitalfields, E.C.;
Messrs. MORRIS, STONE, TOWNSON, & MORRIS, Moorgate-street-chambers, E.C.;
at the Mart; and at the Auctioneers' Offices, 144, Mile-end-road, E.

To Landowners, Trustees, Farmers, Solicitors, and Others.

MESSRS. YEULETT & SON, Auctioneers, Valuers, and Land Surveyors, beg to inform the above they continue to make Surveys of Land and Valuations of Estates, Farms, &c., with promptitude, guaranteed accuracy, and despatch. Property submitted to Auction on moderate terms, which may be known on application at their Offices, 15, Walbrook, London, E.C.